

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-02327

Applicant Leanne Smith, Alwyndor Aged Care, Margaret Miatke, Nikki Ellis,
ANMF, United Workers' Union

Orders - Approval of Enterprise Agreement City of Holdfast Bay (Alwyndor Aged Care) Enterprise Agreement 2019 - 2022

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 3 July 2020 and have a life extending through to 30 June 2022.

A handwritten signature in black ink, appearing to read 'P J McMahon'.

Commissioner McMahon

10 Jul 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS





**City of Holdfast Bay
(Alwyndor Aged Care)
Enterprise Agreement 2019-2022**

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A - General

A.1. Objectives

- a. This Agreement reaffirms the parties' commitment to the mission, vision and values of Alwyndor Aged Care (Alwyndor) in the workplace. The objectives of this Agreement are to provide high quality community, residential and allied health services in the workplace by:
- Complying with the law
 - Providing straight-forward, fair, consistent and flexible terms and conditions of employment
 - Demonstrating mutual respect as employees of a unified Alwyndor
 - Maintaining communication, flexibility, consultation and cooperation at the workplace level between management and employees
 - Promoting work/life balance and family-friendly initiatives that maintain Alwyndor's reputation as an employer of choice
 - Facilitating workplace change that improves the efficiency and effectiveness of service-provision and achieves Alwyndor's performance goals
 - Demonstrating commitment to leadership and skills development that ultimately delivers excellence in care/services and builds long-term workforce sustainability.

A.2. Name and Type of Agreement

This Agreement is an Enterprise Agreement made pursuant to Part 2 of the Fair Work Act (SA) (1994) (The Act) and shall be known as the "City of Holdfast Bay (Alwyndor Aged Care) Enterprise Agreement 2019 - 2022" (Agreement).

A.3. Persons Bound by this Agreement

- a. This Agreement will be binding on:
- The City of Holdfast Bay, in particular, Alwyndor Aged Care (employer)
 - Alwyndor employees (employees), who are covered by this Agreement and Awards as listed in Clause A.6. - Relationship with Policy, Legislation and Awards

- The Australian Nursing and Midwifery Federation (SA Branch) for Registered Nurses (RN's), Enrolled Nurses (EN's) and Residential Care Workers
 - Australian Services Union SA & NT Branch for Home Support Services Co-ordinators and Administration employees
 - United Workers Union (SA Branch) for Residential Care Workers, Home Support Services Support Workers
 - Allied Health employees; and
 - All other employees.
- b. This Agreement does not apply to Alwyndor Senior Management, whose employment arrangements are determined by their individual employment contracts.

A.4. Date and Duration

- a. This Agreement will be lodged with the South Australian Employment Tribunal (SAET) in accordance with the Act and will commence from the date of approval by the SAET until its nominal expiry date on 30 June 2022. After its expiry date the Agreement shall continue to operate until it is replaced or terminated under the Act.
- b. The parties agree to commence negotiations for a further Agreement not later than six months before the expiry date.

A.5. Definitions

For the purposes of this Agreement:

'Act' means the *Fair Work Act 1994 (SA)*.

'Agreement' means the City of Holdfast Bay (Alwyndor Aged Care) Enterprise Agreement 2019-2022.

'AHPRA' means the Australian Health Practitioner Regulation Agency.

'Alwyndor' means Alwyndor Aged Care.

'Allied Health' means Allied Health employees.

'ANMF' means the Australian Nursing and Midwifery Federation (SA Branch).

'ASU' means the Australian Services Union SA & NT Branch

'Award' means either, the South Australian Municipal Salaried Officers Award, Local Government (Health Services) Award, Nurses (South Australian Local Government Sector) Award or Local Government Employees (SA) Award, as is relevant to the individual employee.

'Employee' means a person employed by Alwyndor who is covered by this Agreement.

'Employer' means Alwyndor.

'GM' means the General Manager of Alwyndor.

'Immediate family' includes the employee's spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of the employee or employee's spouse or de facto partner (or former spouse or de facto partner). This definition also includes step-relations (e.g. stepparents and stepchildren) as well as adoptive parents. Employees will be able to take compassionate leave for other relatives (e.g. cousins, aunts and uncles) if they are a member of the employee's household, or if the employer agrees to this.

'Training' means formal and/or informal learning activities provided by the employer which contribute to the employee's professional development. This may include on-line training and/or attendance.

'Mutual Agreement' means agreement that is reached after individuals have been fully informed of the issues under consideration, including alternatives that are available or feasible. Mutual agreement is achieved when managers and employees have entered into arrangements after full and open discussions, free of any coercion.

'SAET' means the South Australian Employment Tribunal.

'United Workers Union' means United Workers Union (South Australian) Branch.

A.6. Relationship with Policies, Legislation and Awards

- a. This Agreement will be read and applied in conjunction with the relevant award, as amended from time to time, provided that where there is any inconsistency, this Agreement will prevail to the extent of the inconsistency. Relevant awards are:
 - South Australian Municipal Salaried Officers Award
 - Local Government (Health Services) Award
 - Nurses (South Australian Local Government Sector) Award
 - Local Government Employees (SA) Award.

- b. This Agreement supersedes and entirely replaces (by rescission) all previously certified agreements applying to the employer and employees. This rescission will apply to all previous agreements that have been certified by the Australian Industrial Relations Commission and the SAET.
- c. Employees will comply with all relevant legislation and regulations which may be in force from time to time.
- d. Employees are required to perform their duties in accordance with the Local Government Act 1999 (SA), the Fair Work Act 1994 (SA), this Agreement and policies and procedures determined by Alwyndor.
- e. Where a policy and/or procedure is developed or reviewed and has a significant effect on an employee's conditions of employment, Alwyndor will consult with the relevant employee and if required, their nominated representative.

A.7. Workplace Health Safety and Rehabilitation

- a. The parties recognise the importance of an effective workplace health and safety management system in providing a safe work environment for all employees. It is further recognised that improved workplace health and safety will increase productivity by reducing the number of incidents / accidents and therefore lost time.
- b. The necessity to fulfil obligations outlined in the Work Health & Safety Act 2012 (SA) is recognised and the parties are committed to ongoing training in this area.
- c. In any alterations to work practices, workplace health and safety will be of prime importance.
- d. In accordance with Alwyndor's policy, smoking is prohibited within Alwyndor's buildings and motor vehicles, and on Alwyndor's grounds.
- e. As part of its commitment to the health and safety of employees, Alwyndor will ensure that lifting tasks are eliminated where possible. The aim is to minimise the need for lifting by employing alternative methods for tasks such as moving and lifting residents

and clients. All employees are expected to comply with Alwyndor's relevant policy and procedures.

- f. Alwyndor will provide access to professional, independent and confidential counselling services through the Employee Assistance Program as further commitment to health, safety and wellbeing.

A.8. Consultation and Communication

- a. It is acknowledged that effective working relationships can only be achieved and maintained if appropriate communication and consultation takes place. The parties are committed to communication and consultation and agree that effective mechanisms for communication are fundamental to the achievement of excellence in the workplace, flexibility and job satisfaction.
- b. Where issues relating to the operation of this Agreement are not resolved through this consultation process, the Enterprise Agreement Consultative Committee (EACC) may be formed. The EACC shall comprise two employee representatives, preferably from the work group relative to the issue and two employer representatives. The EACC may resolve relevant issues, make suggestions on a range of issues, and monitor the agreement and plan for the next round of enterprise bargaining negotiations.

A.9. Introduction of Change

- a. In conjunction with the relevant Award, this clause applies if Alwyndor is seriously considering to introduce a major change to production, program, organisation, structure or technology and the change is likely to have a significant effect on employees.
- b. Significant effect' may include termination of employment, major changes in the composition, operation or size of Alwyndor's workforce, hours of work or in the skills required, job tenure or change to work location.
- c. The relevant employees may appoint a representative in the change process which may include their union.

- d. Employees and unions party to the agreement will be consulted and notified in writing.
 - a. Employees will be consulted from the initial stages of the change through to its completion. The employer will provide the relevant employees:
 - b. all relevant information about the change including the nature of the change proposed
 - c. information about the expected effects of the change on the employees
 - d. any other matters likely to affect the employees.
- e. Training will be provided for employees required to use new technology or to deal with changed duties/responsibilities. There will be full, open, honest disclosure of all information relevant to the proposed change, presented in a timeframe which allows meaningful consideration and consultation. However, Alwyndor is not required to disclose confidential information or commercially sensitive information to the relevant employees.
- f. Natural attrition, redeployment to a position of the same classification level or redeployment to a position of lower classification level with income maintenance and voluntary separation packages will be the preferred means of dealing with displaced employees in situations where organisational changes result in positions no longer being required.

A.10. Employee and Workload Management

- a) It is acknowledged that Alwyndor and its employees have a responsibility to maintain a balanced workload. Alwyndor recognises the adverse effects that excessive workloads may have on employees and the quality of care/services.
- b) Alwyndor will take all reasonable action to address concerns raised by employees.
- c) The parties acknowledge that Alwyndor is a 7-days a week, 24-hours a day operation.
- d) Staffing levels and skills mix must be adequate to meet the assessed needs to residents / clients.

- e) In determining staffing levels and skills mix, consideration must be given to the nature of service / quality of care provided to residents/clients along with time for employees to provide such services / quality care.
- f) The staffing levels and skills mix will be focused on Alwyndor's model(s) of care / service delivery for residents and clients.
- g) To ensure that any employee concerns involving excessive workloads are effectively managed the following procedures should be applied:
 - 1. In the first instance, employee/s should discuss the issue with their immediate supervisor, and, where appropriate, explore solutions.
 - 2. If a solution cannot be identified and implemented, the matter should be referred to their manager for further discussion.
 - 3. If a solution still cannot be identified and implemented, the matter should be referred to the General Manager for further discussion.
 - 4. The outcome of the discussions and any proposed solutions should be recorded in writing and fed back to the affected employees.
 - 5. Where agreement cannot be reached, the parties may exercise their rights pursuant to the relevant policy and / or procedures.

A.11. Dispute Avoidance and Resolution

- a. Employee grievances shall be dealt with, in the first instance between the employee and the relevant worksite representative, if the employee so chooses and the supervisor / manager of the relevant work area.
- b. Where the issue remains unresolved, the employee and / or their nominated representative, may discuss the matter with the relevant manager and / or the Manager People and Culture.
- c. The above process should be completed within 14-days of the issue first being raised by the employee.
- d. Should the matter remain unresolved, the employee and / or their representative may discuss the matter at a mutually convenient time with the General Manager and / or the Manager People and Culture, as the circumstances dictate.

- e. Should the matter remain unresolved, either party may notify the SEAT of a dispute and seek conciliation in the first instance and in the event of not reaching agreement, then arbitration.
- f. Whilst the matter is being handled in accordance with these procedures, the parties agree that work will continue as normal, where possible (there may be a situation where an employee may need to be relocated from their workstation).
- g. Nothing in the above process shall prevent the parties from raising a matter directly with the General Manager.

A.12. Anti-discrimination and Fair Treatment

- a. Treating people fairly has a positive impact on employees and residents / clients and enhances our reputation as an employer of choice.
- b. Equal Employment Opportunity principles are in line with our aim to get the best from our people and give them the greatest opportunity to do their work well.
- c. Alwyndor is committed to a non-discriminatory work environment, free of discrimination on the basis of:
 - Age
 - Gender
 - Pregnancy or potential pregnancy
 - Breast-feeding.
 - Association with a child
 - Caring responsibilities
 - Race, colour, nationality, descent and ethnic or national origin
 - Identity of spouse
 - Disability (includes mental illness, learning difficulties, HIV, Hep C)
 - Religion
 - Social Origin
 - Religious appearance or dress
 - Sexual orientation, gender identity, intersex status
 - Political opinion

- Marital or relationship status
 - Irrelevant criminal record
 - Union Affiliation
 - Trade union activity
- d. Alwyndor will provide equal opportunity in all aspects of employment including recruitment, remuneration, conditions of employment, development, promotion and separation. This means that recruitment, remuneration, development and promotion decisions will be made on the basis of an employee's member's merit and / or potential with reference to the job requirements.

A.13. Agreement Flexibility

- a. Notwithstanding any other provision of this Agreement, Alwyndor and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of Alwyndor and the individual employee.
- b. Alwyndor and the individual employee must have genuinely made the agreement without coercion or duress.
- c. The agreement must be in the best interests of the employee, must be in writing, name the parties to the agreement, how the agreement may be terminated and signed by Alwyndor and the individual employee. If the employee is under 18 years of age, the employee's parent or guardian will be required to witness the agreement.

A.14. No Extra Claims

This Agreement settles all claims in relation to the terms and conditions of employment of the employees and the parties will not pursue any extra claims during the term of this Agreement.

A.15. Availability of Agreement

The employer must provide a copy of this Agreement in the workplace at convenient locations which may include Alwyndor's intranet.

B – Employment Relationship

B.1. Engagement

At the commencement of employment, Alwyndor must write to each employee stating their terms of engagement, their employment category, commencement date, minimum hours including proposed roster of hours (if applicable) and probationary period in accordance with Clause B.3. – Probation, below.

B.2. Employment Screening

- a. The employee will participate in all relevant employment screening required to be undertaken by the employer in accordance with the employer's policies and at law, including National Criminal Record Checks.
- b. The employee will disclose to the employer all information that could impair the employee's position of trust and integrity, including any criminal convictions or charges, subject to the relevant Spent Convictions Legislation, that could be relevant to the employee's employment.
- c. The employee will disclose to the employer any notifiable disease or conditions that could impact on the employee's position whilst providing care / services to residents / clients.
- d. The employee acknowledges and recognises that satisfactory results of a National Criminal Record Check and Physical Capacity Assessments are fundamental conditions of employment.

B.3. Probation

Employees (other than casual employees) will be subject to probationary period of 6 months. The duration of the probationary period will be confirmed with the employee prior to their

commencement in their letter of employment, in accordance with Clause B.1. - Engagement, above.

B.4. Employment Categories

- a. Employees may be employed in any of the following employment categories:
- Permanent (full-time or part-time)
 - Fixed Term (full-time or part-time)
 - Casual
 - Trainee
- b. A **full-time employee** is employed to work an average of 38-hours per week, to be worked in accordance with the employee's fixed hours of duty or work cycle, as indicated in Clause D.1. - Ordinary Hours of Work, below.
- c. A **part-time employee** is an employee (other than a casual employee) who is employed to work an average of 15-hours per week but less than 38-hours per week, to be worked in accordance with the Employee's fixed hours of duty or work cycle. The provisions / entitlements of this Agreement shall apply on a pro-rata basis to any part-time employee, unless specified otherwise. A part-time employee may apply in writing to work less than an average of 15-hours per week subject to operational needs and mutual agreement.
- d. A **fixed term employee** is employed for specific tasks or projects on either a full-time or part-time basis for a limited duration, or where employment is facilitated by specific funding.
- e. A **casual employee** is employed on an hourly basis, as and when required, and
- Will be paid for actual time worked
 - Is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading or redundancy payments
 - Is not covered by Clause D.10. – Rosters
 - Will be entitled to unpaid parental leave if he / she is an "eligible casual employee" as defined by Clause G.4. – Other Leave Entitlements, below
 - Can be terminated by notice to the end of the current shift worked

- Is entitled to casual loading as defined by the relevant rates of pay schedule.
- f. It is Alwyndor's policy to offer available shifts/hours to part-time employees and utilise casual employees, rather than Agency employees in the first instance, for the purpose of supplementing its permanent workforce as required.

B.5. Review of Part-time and Casual Employees

- a. A part-time employee may request the employer to review their hours of work once every six months, where the employee is regularly working more than their specified contract hours at the request of the employer.
- b. A casual employee who has worked on a regular and systematic basis over a period of 26-weeks has the right to request conversion to permanent employment.
- c. The employer may consent or refuse such a request, but must not unreasonably withhold agreement to such a request, taking into account:
- The operational requirements of the employer
 - The pattern of hours
 - Whether the increase in hours is the direct result of an employee being absent on leave
 - Whether the increase in hours is due to a temporary increase in hours, for example, because of the specific needs of a resident / client or service.
- d. The need to review the contract hours, or request for conversion to part-time employment will be initiated by the employee in writing.

B.6. Continuous Service

- a. Except as otherwise indicated, service is deemed to be continuous despite:
- Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement
 - Absence of the employee from work for any cause by the employer
 - Absence from work on account of illness, disease or injury

-
- Absence with reasonable cause. Proof of reasonable cause lies with the employee
 - Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement, the Act or the *Long Service Leave Act 1987 (SA)*
 - Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute, or was re-employed by the employer upon such settlement
 - Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer
 - Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated
 - Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or not later than fourteen days after the end of the period of absence.
- b. Where an employee's continuity of service is preserved, the period of absence is not to be considered for calculating the employee's service unless the employee receives pay for the period or unless required by law.

B.7. Employee Representatives

- a) The employer acknowledges the moral and legal right of employees to belong to, or not belong to a Union and to be represented.
- b) Employee Representatives will be entitled to:
- Be treated with respect and without discrimination by representatives of the employer
 - Bargain collectively

- Be consulted about workplace issues and have access to information about the workplace and the business
 - Meet with Management to discuss issues of concern.
- c) Employee Representatives will be allowed reasonable work time to carry out tasks as a result of their representative role and these may include:
- Speaking to, meeting with and representing other employees
 - Attending conferences, seminars and committee meetings
 - Representing other employees at industrial tribunal hearings and conferences as relevant to the workplace
 - Speaking to and meeting with officials of the Union
 - Speaking to and meeting with members of other Unions at the workplace when appropriate.
- d) To enable them to represent other employees, employee representatives will be allowed reasonable:
- Use of Alwyndor's telephones, fax, photocopier, internet and email
 - Access to the Award(s) and/or Agreement
 - Access to display notices on the various employees notice boards present in the organisation
 - access to secure storage for material relating to the representation of employees in facilities provided by Alwyndor
 - Use of meeting rooms to meet with other employees.
- e) Employee Representatives will have the following responsibilities:
- Before an employee Representative leaves their work area to attend to representative tasks, they must inform their Manager/Supervisor
 - If a general meeting of employees in work time is required, this must be authorised by the General Manager or delegate
 - Care must be taken to ensure that representative matters of a routine nature are dealt with at times that provides the least inconvenience to the community and other customers
 - The use of Alwyndor equipment and facilities to undertake representation is a privilege and, therefore, care should be taken to ensure that the policy for their appropriate use is followed and communication is at all time respectful and courteous.

- f) Employees with a minimum of 12 months service, who are members of a Registered Association, may take paid leave to a maximum of 5 days per annum (subject to adequate staffing arrangements) to attend courses conducted or approved by the Registered Association or other Registered Association with the principle of promoting better industrial relations within the Council. Not less than 4 weeks' notice must be given to the employer of the date of commencement of the training course.

B.8. Flexible Work Arrangements

- a. Alwyndor aims to be a responsive, flexible organisation which provides excellent care / services to its residents and clients. Support will be given to employees in balancing their work and life commitments as far as is reasonable, taking into consideration the employee's personal situation and the operational needs of the employer. It is recognised that balancing these needs will create a more effective, productive and harmonious workplace.
- b. Work life balance initiatives may include:
- Part-time work
 - Career breaks
 - Job-share
 - Working from home
 - Purchased extra leave
 - Paid parental leave
 - Flexible return to work options
 - Transition to retirement for mature-aged employees.
- c. Alwyndor maintains a suite of contemporary people and culture policies and procedures which support many of the above initiatives.
- d. Employees may request flexible work arrangements with their manager or the Manager People and Culture.

C – Employment Classifications

C.1. Introduction

Upon engagement, an employee will be classified according to the respective employment classifications for the relevant professional group included in the attached schedules.

C.2. Broadbanding

- a. Broadbanding is an initiative that supports Alwyndor's career progression and retention strategies.
- b. A Broadband may be the combination of two or more classifications or salary bands into a single designation.
- c. Broadbanding may occur as a result of an employee acquiring a qualification, knowledge and/or skills at a higher level than their current classification. Where it is in Alwyndor's best interests for the employee to apply this qualification / knowledge / skill in the workplace, a Broadband arrangement may be considered.
- d. A broadbanding arrangement must be consistent with the relevant 'scope of practice' established by AHPRA.
- e. A broadbanding arrangement must be approved by the General Manager. Approval will be subject to:
 - Alwyndor's operational requirements
 - An appropriate advancement strategy being developed in consultation with the employee and, where they choose, their nominated representative.
- f. Advancement within the broadband levels will usually be subject to:
 - Satisfactory assessment of the employee's performance and behaviour
 - Adherence to Alwyndor's values and Code of Conduct
 - The completion of specified training or qualifications
- g. Advancement beyond the broadband will be subject to:
 - Job availability

- The assessment of the employee's performance and behaviour being satisfactory
- Adherence to Alwyndor's values and Code of Conduct
- The completion of specified training or qualifications.

C.3 Reclassification

- a) Any request for a reclassification shall be examined and determined by the General Manager. In all instances the following procedure shall be followed:
- The applicant shall be advised in writing of the receipt of their application within five (5) business days of submission of the application.
 - The applicant shall be advised in writing of the expected date of determination of their application within 20 business days of submission of the application.
 - The date of reclassification shall be the date the employee first submitted the formal application
 - Applications for reclassification shall be determined within three (3) months from the date the employee first submitted the formal application.
- b) The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.
- c) Any applicant not satisfied with the determination may access the Dispute Avoidance and Resolution Clause A.11.

D – Hours of Work

D.1. Ordinary Hours of Work

- a. The ordinary hours of work of a full-time employee will be worked on the basis of
 - 76 hours within a work cycle of 14 days or
- b. The ordinary hours of work for each shift will consist of no more than 8-hours, or 10-hours for night duty.
- c. Employees may be required to work their 38 ordinary hours between the hours of 6.00am and 6.00 pm on Monday to Friday inclusive. Hours worked outside the spread of hours will be paid under the provisions of Clause E1 –Shift, Weekend and Public Holiday Allowances.
- d. For the purposes of paid leave, the ordinary hours of a part-time employee will be the average number of hours the employee has worked each week over the preceding 12-months. Where the average number of hours worked is less than the employee's current contracted hours, the greater will apply.
- e. These provisions may be varied by mutual agreement.
- f. Further information specific to the relevant professional group is included in schedules 1-5.

D.2. Arrangement of Hours

- a. Employees are entitled to be free from duty on four full days in each fortnight or eight full days in each four-week roster cycle and these are referred to as Rostered Days Off. Every effort will be made for these days to be consecutive, unless otherwise agreed.
- b. Employees must not work more than seven (7) consecutive days.

- c. At the request of an employee, the employer and the employee may agree to alter the arrangement of hours.

D.3. Minimum Hours

- a. Full-time employees will receive a minimum payment of 4-hours at the employee's basic rate of pay for each start in respect of ordinary hours of work.
- b. Part-time employees will receive a minimum payment of 3-hours at the employee's basic rate of pay for each start in respect of ordinary hours of work.
- c. Casual employees will receive a minimum payment of 2-hours at the employee's basic rate of pay for each start in respect of ordinary hours of work.
- d. Sub-clauses (a), (b) and (c) do not apply to Home Support Services Support Workers'. Alwyndor will ensure that there is provision for handover in the residential care facility between employees at the commencement of each shift to ensure relevant operational information is contiguous.

D.4. Minimum Breaks between Shifts

- a. Unless otherwise agreed, employees must receive a minimum break of 8-hours between shifts or 10-hours between broken shifts for Care Workers and Home Support Services Nurses only.
- b. For Home Support Services Support Workers and Home Support Nurses who may be required to work broken shifts, a 10-hours break between shifts applies, or unless mutually agreed.
- c. When the minimum break referred to above has not been provided and the next shift is due to commence, the employee:
 - Should be released from that part of the next shift without loss of pay until the required minimum break between shifts has been met OR

- If the employee agrees to work without the appropriate break, the employee will be paid at overtime rates as set out in Clause D.8. - Overtime until they are released from duty. Once released from duty, the employee will be entitled to be absent from work until they have had their appropriate break without loss of pay for the working time occurring during such an absence.

D.5. Breaks

- a. Employees are entitled to a paid rest break each working day as follows:
 - One 10-minute break in each 4 hour period where the employee works less than 7.6 hours OR
 - Two 10-minute breaks, or one 20 minute break (if agreed to by the employer), where the employee works 7.6 hours or more.
 - Rest breaks will count as working time.
- b. Employees are entitled to an unpaid meal break each working day as follows:
 - Between 30 and 60-minutes where the employee's shift is 10-hours or less OR
 - Two 30 minute breaks, or one 60 minute break (if agreed to by the employer), where the employee's shift is more than 10 hours.
- c. Employees must not be required to work more than 5 hours continuously before taking the meal break.
- d. Unpaid meal breaks will not count as working time.
- e. Where an employee's meal break is interrupted due to operational needs, the employee will resume their meal break as soon as practicable.
- f. If an employee is unable to complete their unpaid meal break free from duty due to operational needs, they will receive the appropriate payment, including overtime if applicable, for the time worked until such time as the meal break is taken.
- g. Where an employee is required to work more than 2 hours overtime (refer *Clause D.8. – Overtime*) or is unable to leave the premises during their unpaid meal break, they will also receive a Meal Allowance of \$13.00 per shift.

D.6. Broken Shifts

- a. A broken shift means a single planned shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks.
- b. A broken shift may only be worked by mutual agreement.
- c. The time between the commencement and termination of the broken shift must not exceed 12 hours.
- d. For broken shifts worked, employees will be paid an additional 10% on their basic rate of pay unless the second part of the broken shift finishes at or after 7.30pm, then the additional payment will be 15% on their basic rate of pay, payable for the second part of the broken shift.
- e. The additional payment prescribed in Sub-clause (d) above, does not apply where the arrangement for the broken shift is at the request of the employee.
- f. Any hours worked outside the 12-hour span of the broken shift will be paid at double time, or at double time and a half in the case of a public holiday.
- g. The employer may require an employee to work broken shifts in the following circumstances:
 - In an emergency – including employees' absence
- h. This clause does not apply to nurses employed in the residential care facility.

D.7. Reasonable Additional Hours

- a. The operational requirements of the employer will, on occasion, require some employees to work reasonable additional hours.

- b. All hours worked over an average of 76 ordinary hours per fortnight or 152 hours per four-week period in accordance with the employee's roster cycle, will be additional hours.
- c. Part-time employees may be asked to work reasonable additional hours beyond their rostered number of hours, up to 76 hours per fortnight or 152 hours per four-week period in accordance with their roster cycle.
- d. All additional hours worked by the employee and approved by the employer, as detailed in sub-clause (b) and (c) above, will be paid for in accordance with *Clause D.8. - Overtime*.
- e. An employee is required to work the additional hours unless the hours are unreasonable considering:
 - Any risk to the employee's health and safety
 - The employee's personal circumstances including any family responsibilities
 - The operational requirements of the workplace
 - The notice (if any) given by the employer of the additional hours and by the employee of his or her intention to refuse to work the additional hours
 - Whether any of the additional hours are on a public holiday
 - The employee's hours of work over the preceding 4-weeks before the requirement or request to work the additional hours.

D.8. Overtime

- a. All overtime (including time in lieu of overtime) must be agreed to by the employer prior to such overtime being worked.
- b. Time in lieu of overtime is accrued at ordinary time.
- c. Subject to this clause, all hours worked by employees in addition to the ordinary hours, as detailed in *Clause D.1. – Ordinary Hours of Work*, above, will be paid at their basic rate of pay along with the following applicable loadings:
 - Time and one half for the first 3 hours and then double time
 - Double time for all overtime worked on Sunday
 - Double time and one half for all overtime worked on Public Holidays.

- d. Employees will be entitled to overtime where the total hours worked exceeds 76 hours in a fortnight pay cycle, unless other arrangements are mutually agreed.
- e. Employees who are recalled to the employer's place of work to work overtime must be paid a minimum of 3-hours at the applicable overtime rate and employees will not be required to work the full 3-hours if work is completed earlier, except in unforeseen circumstances. This does not apply to employees working broken shifts – *Clause D.6. – Broken Shifts*, above.
- f. For the purposes of assessing overtime:
 - Each day stands alone, however
 - Where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.
- g. This clause does not apply to Community Services Coordinators in regard to On-call. Refer to Schedule 3 of this Agreement.

D.9. Public Holidays

- a. The parties acknowledge that the nature of the work performed by the employee, the type of employment and the nature of the employer's workplace will require some employees to work on Public Holidays. Public Holidays will be those days as defined by the *Holidays Act 1910 (SA)*.
- b. Where 25 December in any calendar year falls on a day that is not declared a Public Holiday will be paid in accordance with the Public Holiday penalty rate set out in *E.1 – Shift, weekend and Public Holiday allowances*.
- c. An employee who would normally work on a day that is a Public Holiday but is not required to work because it is a Public Holiday, will be paid their basic rate of pay for their number of hours normally worked.
- d. If a day or part-day is substituted for a day or part-day that would otherwise be a Public Holiday, then the substituted day or part-day will be deemed to be the Public Holiday.

D.10. Rosters

- a. This clause applies to employees who have no fixed hours of duty.
- b. At least 2-weeks prior to the start of the roster period, the ordinary hours of work for shift workers (other than Home Support Services Support Workers) must be:
 - Displayed on a roster in a place accessible to employees OR
 - Communicated to the employee in writing (including by electronic means).The employer is not obliged to display or communicate any roster of ordinary hours of work for casual employees.
- c. The employer may alter and communicate changes in the roster giving the affected employee 7-days' notice for change of roster that is displayed 2 weeks in advance.
- d. Where there is a genuine need, such as unplanned employee absences or emergencies, employees are to be given 24 hours' notice, by telephone/SMS message, of any additional work hours, or unless mutually agreed.
- e. The ordinary hours of work for Home Support Services Support Workers will be displayed 7 days prior to the start of the roster period.
- f. Where a change is required to Home Support Services Support Worker's roster, the employee must be contacted, by telephone/SMS message, advising of the additional hours or cancellation of an appointment.
- g. It is Alwyndor's policy to offer any additional shifts to existing employees before utilising agency workers, provided that Alwyndor does not incur any additional costs by doing so, and the Health and Safety of the employee is not compromised.

E - Allowances

E.1. Shift, Weekend and Public Holiday Allowances

- a. The allowances applicable to shift work, work on weekends and Public Holidays are set out in the attached schedule(s) for the relevant employee groups.

E.2. Vehicle and Travelling Allowance

- a. Subject to the employer being satisfied that the employee has incurred the expenses:
 - Where an employee is called upon and agrees to use their private vehicle for work-related travel, the employee will be paid an allowance of 80 cents per kilometre, or,
 - Where an employee is required to use public transport for work related travel, the employee is to be reimbursed the actual expenses reasonably incurred for such travel.

The payment will exclude travel from the employee's home to the first place of work and the employee's return to home at the end of duties.

E.3. Higher Duties Allowance

- a. An employee who is required to perform the duties of a position carrying higher salary than their normal classification will be paid for all time worked at the relevant rate for the higher position.

E.4. Uniforms and Protective Clothing Allowance

- a. Where the employer requires an employee to wear a distinctive uniform, the employee will be provided with a uniform in accordance with the relevant Alwyndor policy and / or procedure.

- b. Where an employee is required to wear protective clothing, it will be provided free of cost.

E.5 Phone Allowance

- a. Where the employer requires for an employee to utilise their own mobile phone device for work related purposes, the employee will be paid an allowance of \$7.50 per fortnight.

F – Remuneration and Benefits

F.1. Remuneration

- a. An employee's remuneration will be paid fortnightly in arrears by electronic transfer in accordance with the Act and Regulations.
- b. Full-time and part-time employees are entitled to be paid the basic rate of pay from their respective salary schedule, according to their employment classification for all ordinary hours worked.
- c. An employee's hourly rate will be calculated as follows:
 - Annual salary multiplied by 12 divided by 313, rounded to the nearest 10 cents, divided by 76.
- d. Casual employees are entitled to be paid the basic rate of pay from their respective salary schedule, according to their employment classification, plus a casual loading of 25% for all ordinary hours worked.

F.2. Salary Increases

- a. The employer is committed to providing salary increases that reward employees for their efforts and that are aligned to industry standards.
- b. On lodgement of this Enterprise Agreement, Alwyndor shall pay a wage increase of 2% as at the first full pay period on or after 1 July 2019, based upon the wage rates payable under previous Agreement(s). This will not apply to allowances.
- c. A further increase of 2% will be paid to employees effective as at the first full pay period on or after 1 July 2020. This will not be applied to allowances.
- d. A further increase of 2% will be paid to employees effective as at the first full pay period on or after 1 July 2021. This will not be applied to allowances.

- e. Salary increases for the life of the Agreement inclusive of the above are defined in Schedules 1-5. Any increases in rates of pay by the SAET effective during the term of this Agreement may be absorbed into the salary increases set out in Schedules 1-5.

- f. All parties agree that during the life of the Agreement, the Allied Health Classification Structure will be reviewed to support changing business needs and modernisation of the classification of the associated professions. The employer will commence this review within 6 months following approval of the Agreement by the SA Employment Tribunal (or by June 2020, whatever is earlier). The review will be undertaken in consultation with affected employees and, if requested, their appointed representative(s) via a working party with agreed nominees. Terms of reference for the review will be determined in consultation with the nominated representative(s) prior to the commencement of the review. The review will be completed at least 6 months prior to the expiration of the Agreement and may form part of the next Enterprise Agreement negotiations. The effective date for the review will be backdated to 1 January 2020 and back pay will apply where appropriate.

F.3 Salary Progression

- a. At the completion of each 12-month period (1976 qualifying hours, full time equivalent), an employee may be eligible for progression to the next year level.

- b. Qualifying hours include ordinary hours, annual leave and personal leave taken.

- c. Part time employees must complete the equivalent of full-time hours prior to progressing between levels.

- d. Casual employees may progress to the next level at the completion of 1,786 hours.

F.4. Salary Packaging

- a. Alwyndor has made salary packaging arrangements available for those employees who wish to take advantage of the benefits.

- b. All employees can package and structure their remuneration in accordance with the employer's salary packaging policy and the Australian Taxation Office taxation rulings.
- c. The employer will give at least three months written notice of any change or cancellation to the salary packaging arrangements, unless it is reasonably unable to do so.
- d. This is optional for employees.

F.5. Superannuation

- a. Alwyndor will make superannuation contributions as nominated by the employee, to any approved complying superannuation funds in accordance with the Superannuation Guarantee (SG) legislation.
- b. Should an employee fail to nominate a fund, the employer will make superannuation contributions into the employer's default fund, Statewide Super. Alwyndor supports those employees who wish to make voluntary contributions to superannuation. Employees may contribute an agreed percentage or prescribed amount of their pre-tax salary to their nominated superannuation fund.

F.6. Salary Adjustments

- a. During the employee's employment and on termination, any amount owed by the employee to Alwyndor may be deducted, by mutual agreement, from any payment of wages and entitlements due to the employee and advised in writing, accordingly.

F.7. Insurance

- a. Alwyndor will maintain journey insurance cover which will apply in respect of an employee's travel to and from work.
- b. Alwyndor will collect an annual premium from employees who elect to participate in 24-hour journey insurance cover.

- c. If an employee has an accident in their private vehicle whilst on employer business, the employee will be required to claim costs through their own insurance cover.

G - Leave

G.1. Leave Entitlements

- a. Employees are entitled to the leave provided in the Act and this Agreement (as set out below and in *Clauses G.2. – Annual Leave* and *G.4. - Other Leave Entitlements Table*) and such leave will be administered in accordance with the relevant Alwyndor policy and / or procedure.
- b. For all periods of authorised paid leave, employees are entitled to be paid their basic rate of pay in accordance with *Clause D.1. – Ordinary Hours of Work*, above.
- c. Part-time employees are entitled to leave on a pro-rata basis.
- d. Casual employees have no entitlement to leave other than unpaid personal leave, unpaid compassionate leave and long service leave.
- e. Eligible casual employees, as defined by the Act, have an entitlement to unpaid parental leave.

G.2. Annual Leave

- a. Employees, other than casuals, are entitled to no less than 4 weeks Annual Leave (pro-rata) per annum. Paid leave accrues each completed 2-week period of continuous service at 1/13th the number of nominal hours worked for that period.
- b. Employees with 8 weeks or more accrued Annual Leave may be directed to take annual leave, provided that a balance of equal to or less than 4 weeks remains.
- c. Employees, other than casuals, who are regularly rostered to work over no more than 6-days and have a fixed rostered day off, are entitled to 5 weeks (pro-rata) Annual Leave per completed year of service, if they work:
 - more than 4 ordinary hours on 10 or more consecutive weekends OR
 - 20 or more non-consecutive weekends per completed year of service.

Employees, other than casuals, who are regularly rostered over 7-days and do not have a fixed rostered day off are entitled to 6-weeks (pro-rata) Annual Leave per completed year of service. *Sub-clauses G.2.b and c*, do not apply to these employees.

- d. Where an employee, by mutual agreement, ceases to work weekends in accordance with sub-clause G.2.c and d above, Annual Leave will accrue in accordance with sub-clause G.2.a above.

G.3 Annual Leave Loading

- a. Full-time and part-time employees are entitled to annual leave loading of the greater of:
 - 17.5% of the employee's basic rate of pay or
 - Any shift and weekend allowances that they would have been paid had they not been on leave.
- b. Upon termination, employees are entitled to be paid annual leave loading for any accrued but untaken leave.

G.4. Other Leave Entitlements

The other leave entitlements below is a guide and to be read in conjunction with the clauses above and Alwyndor's *relevant policy and / or procedure*.

Leave Type: Domestic Violence Leave

Employee's eligible: All employees

Entitlement and Conditions:

- a) The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to employees who experience family and domestic violence.
- b) An employee (including a casual employee) is entitled to twenty (20) days of unpaid family and domestic violence leave each year. Employees are entitled to the full twenty (20) days from the day they commence employment.

- c) The twenty (20) day entitlement renews each 12-month period and is not accumulative.
- d) Employees may utilise this leave if they need to do something to deal with the impact of family and domestic violence and it is impractical to do so outside of their ordinary hours of work. For example, this could include, but is not limited to:
 - a. Making arrangements for their safety, or safety of a family member (including relocation)
 - b. Attending medical appointments
 - c. Attending to legal proceedings including court hearings
 - d. Accessing police services
 - e. Other related activities.
- e) Leave may be taken all at once or can be taken as single or multiple days.
- f) The employer and employee can also mutually agree for less than one day at a time.
- g) By mutual agreement between the employer and employee, more than the twenty (20) unpaid days may also be taken.
- h) Employees are entitled to access their existing leave entitlements (including annual leave, long service leave, and TOIL/RDOs) if required.
- i) Such leave, either paid or unpaid, will not be unreasonably withheld by the employer.
- j) The Employee Assistance program is available free of charge to employees to provide support.
- k) In order to provide support to an employee experiencing family and domestic violence, and if requested by the employee, the employer may make reasonable modifications to the employee's working arrangements to provide support for a short period of time. Any reasonable modifications put in place should not significantly affect operational requirements.
- l) It is recognised that experiencing family and domestic violence may have an adverse effect on an employee's workplace performance or conduct. Where the employer is

aware of an employee's personal circumstances in this regard, they are to take this into account in any assessment of that employee's workplace performance or conduct.

Proof Requirements

Proof of family or domestic violence must be provided where the employee has requested or taken leave to deal with the impact. This can be in the form of, but not limited to documents issued by:

- the Police Service
- a Court
- a Doctor
- a District Nurse
- a Family Violence Support Service or
- a lawyer.

A signed statutory declaration can also be offered as proof.

Should sufficient proof not be provided as requested, leave may not be granted for any time off work, including as little as one day or less.

Confidentiality

- a) The employer will take reasonably practicable steps to keep any information about an employee's situation confidential, when they receive it as part of an application for leave. This includes information about the employee giving notice that they are taking the leave and any proof provided.
- b) The employer is not prevented from disclosing information if:
 - It is required by law or
 - Is necessary to protect the life, health or safety of the employee or another person.
- c) The employer understands that information about an employee's experience of family or domestic violence is sensitive. If information is mishandled, it could have adverse consequences for the employee. As such, the employer will work with the employee to discuss and agree on how information is handled.
- d) No information will be placed on the employee's employment file without their express written permission.

Leave Type: Cultural and Ceremonial

Employee's eligible: All employees

Entitlement and Conditions:

All parties to the Agreement are committed to encouraging diversity and recognise the importance of enabling and encouraging all cultures within the workplace. Where it is impractical to do so outside of their ordinary hours of work employees will be supported to attend cultural and ceremonial activities such as:

- Events that relate to a specific culture;
- Events that are representative of a culture (may be related to music, art, performance, food, unique activities, NAIDOC week, or similar things);
- Activities that embody or convey cultural expressions (including carnivals, ceremonies and rituals);
- Days or times of religious significance.

- a) All cultural and ceremonial leave will be mutually agreed in advance within reasonable timeframes between the Manager/Supervisor and employee to ensure that operational requirements are maintained.
- b) Employees are entitled to access their existing leave entitlements (including annual leave, long service leave, and TOIL/RDOs) for the purposes of attending special events, ceremonies, and rituals associated with their culture.
- c) A maximum of five (5) days per calendar year of unpaid Cultural and Ceremonial Leave may also be granted to an employee.
- d) Should an Employee require more than five (5) days of unpaid leave per calendar year, this will be at the discretion of the General Manager or delegate. In deciding whether or not to grant such leave, the employer will take into account fairness, the Employee's years of service, the operational requirements of the organisation, the nature of the cultural and/or ceremonial obligations and the importance of enabling and encouraging Employees to attend and participate in cultural and ceremonial activities.
- e) Such leave, either paid or unpaid, will not be unreasonably withheld by the employer.

Leave Type: Special Circumstance

Employee's eligible: All employees, except casuals

Entitlement and Conditions:

- Entitled to additional paid leave at the discretion of the General Manager.
- Application must be in writing seeking GM approval.
- For the purpose of addressing personal property matters as a result of flood, cyclonic disturbances, bushfire or earthquake.
- May also be used to deal with matters relating to domestic violence.

Leave Type: Personal Leave (including Carer's and Sick Leave)

Employee's eligible: All employees, except casuals

Entitlement and Conditions:

- Up to a maximum of 10 – work days per annum (pro-rata for PTE).
- Accrues at 1 / 26th the number of nominal hours worked for each period of 2 work-week period worked of continual service.
- In addition, once the above entitlement has been exhausted, up to 2-workdays (unpaid) per occasion is available.
- Available for immediate family.
- Medical certificate or other reasonable evidence may be needed for more than 2 consecutive workdays.

Leave Type: Compassionate Leave

Employee's eligible: All employees, except casuals

Entitlement and Conditions:

- Up to 3 – work days paid leave per occasion.
- Leave in excess of entitlement may be unpaid leave.
- Other forms of leave may be accessed.
- Available when a family member or member of the employee's household:
 - contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life or
 - dies.
- A medical certificate or other reasonable evidence may be needed.

Leave Type: Leave with Out Pay (LWOP)

Employee's eligible: Full-time and part-time employees only

Entitlement and Conditions:

- Leave is approved with each case viewed on merit and organisational needs.
- Application must be in writing seeking GM approval.
- All available accrued paid leave must be exhausted in the first instance.

Leave Type: Parental (Maternity) Leave

Employee's eligible: All employees deemed to be the primary carer

Entitlement and Conditions:

- In addition to the Federal Government Paid Parental Leave Scheme, Full-time and Part-time employees are entitled to 52-weeks leave, including 9 weeks paid leave at their ordinary hours worked averaged over the previous 12 months, after 1 year continuous service.
- Leave may be taken at ½-pay, i.e. extending the paid period to 18 weeks.
- Casual employees entitled to 52 weeks unpaid leave.
- Required to provide minimum 10 weeks' notice prior to the expected birth date.
- A medical certificate must be provided to Alwyndor.
- Entitled to return to position held immediately before taking leave.

Leave Type: Parental (Adoption) Leave

Employee's eligible: All employees deemed as the primary carer

Entitlement and Conditions:

- Full - time and part - time employees are entitled to 52 weeks leave, including 9 weeks paid leave at their ordinary hours worked averaged over the previous 12 months, after 1 year continuous service.
- Leave may be taken at ½-pay, i.e. extending the paid period to 18 weeks.
- Casual employees entitled to 52 weeks unpaid leave.
- Leave applicable for a child up to 5 years of age.
- The employee will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken.

Leave Type: Parental (Paternity) Leave

Employee's eligible: All employees, except casuals

Entitlement and Conditions:

- May take up to 1 week paid and up to 51 weeks unpaid leave, provided it is certified the employee is the primary caregiver.
- A medical certificate must be provided to Alwyndor.

Leave Type: Long Service Leave

Employee's eligible: All employees including casual employees' members

Entitlement and Conditions:

- Entitled to 13 weeks leave after completing 10 years continuous service.
- Accrues at 1.3 work weeks for each completed year of service.
- Eligible for pro-rata after 7 years of continuous service subject to eligibility criteria.
- Entitled to take leave on 60 workdays' notice, unless mutually agreed.
- Employees can take a minimum of 1 workday of leave.
- Where an employee has accumulated an entitlement in excess of 90 workdays, Alwyndor may give the employee written notice to reduce their entitlement to 60 workdays within a 2 year period.
- Employees will not be required to take LSL if they agree to retire within 2 years.
- Recognition of prior service will be in accordance with the LSL Act.

Leave Type: Purchased Leave

Employee's eligible: All employees, except casuals

Entitlement and Conditions:

- Access one or two additional weeks leave in a given year in exchange for a proportional reduction in their salary over a 12 month period, (1 July to 30 June).
- Must apply in writing by 1 June each year and include whether the leave purchased will be one or two weeks.
- Employee's salary will be reduced at the rate of 1.92% for each week of leave purchased.
- Annual leave will be exhausted before the purchased leave will be accessed.

Leave Type: Australian Defence Force Leave

Employee's eligible: All employees (pro-rata)

Entitlement and Conditions:

- 20 days paid annual training per calendar year, non-accumulative.
- 10 days special instruction (induction) per calendar year, non-accumulative.
- Request must be in writing to the General Manager.
- Verification of training required.

Leave Type: Emergency Services Leave

Employee's eligible: All employees, except casuals

Entitlement and Conditions:

- Only available to employees who are members of an emergency service organisation.
- Must be in writing to the General Manager.
- Paid time at ordinary hours is at the discretion of the General Manager.

Leave Type: Jury Service / Witness Leave

Employee's eligible: All employees

Entitlement and Conditions:

- Paid leave for period of duty.
- Such leave will include necessary travelling.
- Must forfeit and reimburse to Alwyndor all Jury Service or Witness fee to Alwyndor, other than daily incidentals.

H - Employees Training / Learning and Development

H.1. Compulsory Training and Meetings

- a. Employees will be given ongoing training, relevant to their roles and responsibilities, as necessary.
- b. Where practicable, compulsory training (including, on-line training) and meetings will be provided to employees during their normal rostered hours of work. Where it is not:
 - Employees may be required to attend compulsory training / meetings outside their normal rostered working hours. The employer will aim to provide employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours.
 - Where an employee is required to attend compulsory training or a meeting after their shift has completed, they will be paid at ordinary time or receive time off in lieu for the time in attendance.
- c. Where an employee is required to attend training or a meeting on their rostered day off, they will be paid a minimum of 2 hours.
- d. Where an employee in Home Support Services only is required to attend such trainings or meetings, they will be paid for the scheduled time of the training or meeting and must not be disadvantaged over the pay period.
- e. Where an employee is required to complete online training outside of their rostered hours of work, they will be paid a predetermined training time spent in completing the online training at the ordinary rate of pay.
- f. Mandatory training will be paid at the employee's shift rate if on duty, or at the ordinary rate of pay if the employee attends in their own time.
- g. A casual employee who attends compulsory training or meeting in their own time will be paid the appropriate casual rate of pay.

H.2. Professional Development and Study Assistance

- a. The employer seeks to support educational opportunities which ensure that employees can effectively contribute to the employer's best practice objectives.
- b. Professional development may be achieved through a formal course of study at a recognised institution, or through development activities, including but not limited to:
 - Management or executive programs
 - Conferences and seminars
 - Competency-based coaching and mentoring.
- c. All employees, excluding Allied Health and casual employees, may access up to 20-hours paid professional development leave per year for courses related to work and approved by the employer. Such leave will not accrue year to year.
- d. Allied Health employees may access up to 23-hours paid professional development leave per year for courses related to work and approved by the employer. Such leave will not accrue year to year.
- e. Prior approval for the course, conference, seminar or development activity must be granted and payment approved by the employee's manager, People and Culture and General Manager, where travel is incurred.
- f. Employees may apply for study assistance to undertake a formal qualification (Degree, Diploma, Certificate), where the proposed course of study is relevant to their current position, or their career pathway. An application for study assistance must be supported by the employee's manager and must be approved at the discretion of the General Manager.
- g. Study assistance may include:
 - Up to 5 hours paid leave per week, or
 - Reimbursement of subject fees not exceeding \$550 per semester.

I - Termination of Employment

I.1. Resignation

- a. Employees may resign from their employment by giving the following notice:

| Employee's period of continuous service | Notice |
|--|---------------------------------|
| Not more than 1 year | One week |
| More than 1 year but not more than 3 years | Two weeks |
| More than 3 years but not more than 5 years | Three weeks |
| More than 5 years | Four weeks |
| Casual employee | To the end of the current shift |

I.2. Termination on Notice

- a. The employer may terminate the employee's employment by giving the following written notice, or payment in lieu of such notice:

| Employee's period of continuous service | Notice |
|--|----------------------|
| Not more than 1 year | At least one week |
| More than 1 year but not more than 3 years | At least two weeks |
| More than 3 years but not more than 5 years | At least three weeks |
| More than 5 years | At least four weeks |

If the employee is over 45 years of age and has completed at least two years of continuous service with the employer, the employee is entitled to an additional week's notice.

- b. The employer may terminate the employment of a casual employee by giving notice to the end of the current shift worked.
- c. The employer may terminate the employment of an employee during their probationary period by giving one week's written notice, or payment in lieu of such notice.

I.3. Summary Termination (without notice)

- a. The employer may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.

I.4. Abandonment of Employment

- a. Where an employee is absent from work, the onus is on the employee to notify the employer as soon as possible on the day of absence.
- b. Where the employee is absent from work for a continuous period of two working days without the consent of, and without notification to the employer, the employer may inform the employee in writing that unless the employee provides a satisfactory explanation for his or her absence, the employee will be considered to have abandoned employment and their employment will be terminated.

I.5. Redundancy

- a. Redundancy occurs where the employer has made a definite decision that the employer no longer has a business / operational requirement for the position, and this is not due to the ordinary and customary turnover of labour.
- b. Upon termination of the employee's employment due to redundancy, the employer will pay the employee 8 weeks' pay in lieu of notice, plus 3 weeks' pay for each full year of continuous service for Alwyndor Aged Care, up to a maximum of 104 weeks.
- c. The employee is not entitled to notice, or redundancy pay where:
 - The employee's position is redundant, and the employee is offered employment in another position comparable in status and remuneration to their position or
 - Part or, all of the employer's business is transmitted by way of sale, assignment or succession, and the employee is offered employment with the purchaser, assignee or successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.

- d. For the purposes of this clause, 'continuous service' means an employee's service with the employer during the whole of the period, including a period of authorised paid leave. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be considered.
- e. For the purposes of this clause 'weeks' pay' means the greater of:
- The employee's basic rate of pay (excluding overtime), plus the following allowances (where applicable), broken shift allowance, shift and weekend work allowances or
 - The employee's average actual weekly earnings over the preceding twelve months from the date of termination.

J - Signatories

Signed for and on behalf of
City of Holdfast Bay (Alwyndor Aged Care)

 AM

<Name>
<Position> GENERAL MANAGER

14/5/20

Date



Witness DAN MCINTYRE 14/5/20

14/5/20

PEOPLE & CULTURE
MANAGER

Date

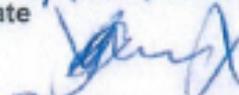
Signed for and on behalf of
City of Holdfast Bay (Alwyndor Aged Care)
Employees


LEA SMITH - HOME SUPPORT
COORDINATOR

<Name>
<Position>

14/5/2020

Date



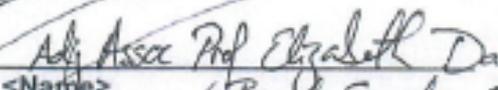
Witness

ROBYN CZERBY - HOME SUPPORT
COORDINATOR

14/5/2020

Date

Signed for and on behalf of The Australian
Nursing & Midwifery Federation (SA Branch)


Adj Assoc Prof Elizabeth Dardas AM
(Branch Secretary ANMF (SA Branch))

<Name>
<Position>

15.5.2020

Date



Witness

15-5-2020

Date

Signed for and on behalf of the Australian Services Union SA and NT Branch

Abbie Spencer

Abbie Spencer
Secretary, ASU SA + NT Branch

<Name>

<Position>

13 May 2020

Date

[Signature]

Witness

13 May 2020

Date

Signed for and on behalf of The United Workers Union (SA Branch)

Carolyn Smith

<Name> CAROLYN SMITH

<Position> DIRECTOR AGED CARE

14/5/2020

Date

M. Donaghy Paralegal
United Voice Legal

Witness

14/5/2020

Date

Signed for and on behalf of Allied Health employees

Joanne Brooks

<Name> Joanne Brooks

<Position> Occupational Therapist

14/5/2020

Date

Jemma Gladwin
Witness ACFI Manager

14/05/2020

Date

Schedule One – Specific Provisions for Nurses**A Rates of Pay (annual and hourly)**

| Classification | | First full pay period on or after | | | | | | | |
|----------------|--------|-----------------------------------|----------|-----------|----------|-----------|----------|-----------|----------|
| | | Current (1-Jul-18) | | 1-Jul-19 | | 1-Jul-20 | | 1-Jul-21 | |
| Increment | | Annual | \$/Hr | Annual | \$/Hr | Annual | \$/Hr | Annual | \$/Hr |
| | | | | 2% | | 2% | | 2% | |
| Enrolled Nurse | Year 1 | \$ 51,885 | \$ 26.17 | \$ 52,923 | \$ 26.70 | \$ 53,982 | \$ 27.23 | \$ 55,061 | \$ 27.78 |
| | Year 2 | \$ 53,002 | \$ 26.74 | \$ 54,062 | \$ 27.27 | \$ 55,143 | \$ 27.82 | \$ 56,246 | \$ 28.37 |
| | Year 3 | \$ 54,111 | \$ 27.30 | \$ 55,193 | \$ 27.84 | \$ 56,297 | \$ 28.40 | \$ 57,423 | \$ 28.97 |
| | Year 4 | \$ 55,237 | \$ 27.86 | \$ 56,342 | \$ 28.42 | \$ 57,469 | \$ 28.99 | \$ 58,618 | \$ 29.57 |
| | Year 5 | \$ 56,355 | \$ 28.43 | \$ 57,482 | \$ 29.00 | \$ 58,632 | \$ 29.58 | \$ 59,805 | \$ 30.17 |
| | Year 6 | \$ 56,824 | \$ 28.67 | \$ 57,961 | \$ 29.24 | \$ 59,120 | \$ 29.82 | \$ 60,302 | \$ 30.42 |
| | Year 7 | \$ 57,288 | \$ 28.90 | \$ 58,434 | \$ 29.48 | \$ 59,602 | \$ 30.07 | \$ 60,794 | \$ 30.67 |
| RN Level 1 | Year 1 | \$ 56,351 | \$ 28.43 | \$ 57,478 | \$ 29.00 | \$ 58,628 | \$ 29.58 | \$ 59,800 | \$ 30.17 |
| | Year 2 | \$ 59,064 | \$ 29.80 | \$ 60,245 | \$ 30.39 | \$ 61,450 | \$ 31.00 | \$ 62,679 | \$ 31.62 |
| | Year 3 | \$ 61,871 | \$ 31.21 | \$ 63,108 | \$ 31.84 | \$ 64,371 | \$ 32.47 | \$ 65,658 | \$ 33.12 |
| | Year 4 | \$ 64,654 | \$ 32.62 | \$ 65,948 | \$ 33.27 | \$ 67,267 | \$ 33.93 | \$ 68,612 | \$ 34.61 |
| | Year 5 | \$ 67,420 | \$ 34.01 | \$ 68,768 | \$ 34.69 | \$ 70,144 | \$ 35.38 | \$ 71,547 | \$ 36.09 |
| | Year 6 | \$ 70,193 | \$ 35.41 | \$ 71,597 | \$ 36.12 | \$ 73,029 | \$ 36.84 | \$ 74,489 | \$ 37.58 |
| | Year 7 | \$ 72,958 | \$ 36.80 | \$ 74,417 | \$ 37.54 | \$ 75,906 | \$ 38.29 | \$ 77,424 | \$ 39.06 |
| | Year 8 | \$ 75,723 | \$ 38.20 | \$ 77,238 | \$ 38.96 | \$ 78,783 | \$ 39.74 | \$ 80,358 | \$ 40.54 |
| | Year 9 | \$ 78,504 | \$ 39.60 | \$ 80,074 | \$ 40.39 | \$ 81,675 | \$ 41.20 | \$ 83,309 | \$ 42.03 |
| RN Level 2 | Year 1 | \$ 78,504 | \$ 39.60 | \$ 80,074 | \$ 40.39 | \$ 81,675 | \$ 41.20 | \$ 83,309 | \$ 42.03 |
| | Year 2 | \$ 80,338 | \$ 40.53 | \$ 81,945 | \$ 41.34 | \$ 83,583 | \$ 42.16 | \$ 85,255 | \$ 43.01 |
| | Year 3 | \$ 82,179 | \$ 41.46 | \$ 83,823 | \$ 42.28 | \$ 85,499 | \$ 43.13 | \$ 87,209 | \$ 43.99 |
| | Year 4 | \$ 84,028 | \$ 42.39 | \$ 85,709 | \$ 43.24 | \$ 87,423 | \$ 44.10 | \$ 89,171 | \$ 44.98 |
| RN Level 3 | Year 1 | \$ 87,483 | \$ 44.13 | \$ 89,233 | \$ 45.01 | \$ 91,017 | \$ 45.91 | \$ 92,838 | \$ 46.83 |
| | Year 2 | \$ 89,558 | \$ 45.18 | \$ 91,349 | \$ 46.08 | \$ 93,176 | \$ 47.00 | \$ 95,039 | \$ 47.94 |
| RN Level 4 | Year 1 | \$ 91,636 | \$ 46.23 | \$ 93,469 | \$ 47.15 | \$ 95,338 | \$ 48.09 | \$ 97,245 | \$ 49.06 |
| | Year 2 | \$ 93,714 | \$ 47.27 | \$ 95,588 | \$ 48.22 | \$ 97,500 | \$ 49.18 | \$ 99,450 | \$ 50.17 |

Casual employees are entitled to be paid a casual loading of 25% for all ordinary hours worked in accordance with *Clause B.4 - Employment Categories*.

B Salary on Appointment

- a. On appointment an RN or an EN will be paid a rate of salary which is consistent with the employee's relevant continuous experience since being recognised by APHRA.
- b. On appointment, an employee must provide satisfactory evidence of previous continuous employment, as determined by the employer. An employer will, when

provided with evidence by an employee, accept, reject or request further particulars to establish continuous experience:

- Absences of less than 5 years from active nursing relevant to the classification will be included as relevant continuous experience
- Absences greater than 5 years from active nursing relevant to the classification will be considered where the employee has successfully completed a refresher course approved by APHRA but will be subject to a reduction of one year on the relevant salary scale
- Completed months will be taken into account
- Service averaging less than fifteen hours per week in any year will not count
- Service at a higher classification will count.

C Progression and Advancement

- a. Progression between levels will be subject to the acquisition and demonstration of skills and knowledge as defined in the relevant classification criteria.
- b. An employee's progression may be deferred or refused by the employer, provided that any deferral or refusal is referable only to the relevant classification criteria and is not unreasonably nor arbitrarily imposed by the employer.
- c. An EN, other than an EN, year 2, may be entitled to accelerated advancement by one pay point on one occasion as follows:
 - For possession of a post-enrolment qualification recognised by the employer or
 - On completion of a post-enrolment course recognised by the employer where such an employee is required to perform duties to which such training is directly relevant.
- d. An RN-1 may be entitled to progress to the next pay point on one occasion as follows:
 - On registration in another branch of nursing or
 - Successful completion of a relevant post-registration course.

D Qualification Allowance

- a. The pay rates shown above do not include qualification allowance.
- b. An Enrolled or RN may be eligible for payment of an additional 1% in recognition of a relevant qualification which is above the basic qualification/s for their position.
- c. The relevance of the qualification will be determined by the employer based on the employee's current area of practice and the job description of the employee. This may include the areas of mental health, palliative care or gerontics.
- d. A RN Level 1, 2 and 3 who holds a Post Graduate Diploma in any of the following and is using this knowledge in their practice setting will be paid an amount 1% above their relevant incremental point:
 - Post Graduate Diploma in Mental Health
 - Post Graduate Diploma in Palliative Care
 - Post Graduate Diploma in Gerontics.
- e. In order to continue to receive the increase, the RN must:
 - Continually apply and practice the knowledge obtained from such additional qualification to the practice setting
 - Apply the findings of current research to their practice in order to improve the nursing care provided to the residents / clients
 - Actively contribute to their own professional development.
- f. Where, at performance appraisal/review it has been identified that a RN has not met the minimum essential requirements during the review year, the RN will be allowed three (3) months in order to meet the requirements before he / she is required to return to her / his substantive RN level / increment.
- g. Where an employee holds more than one relevant additional qualification, only one allowance is payable.
- h. The allowance will be paid fortnightly, effective from the first full pay period after the

employee provides the employer with satisfactory evidence of the qualification, as determined by the employer.

- i. The allowance is payable during leave and will be pro-rated for part-time employees.

E Classification Criteria

Enrolled Nurses

Year 1 means the pay point to which an employee will be appointed as an EN, based on:

- | | |
|---|---|
| <p>Training and experience, which includes:</p> | <ul style="list-style-type: none"> • Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA or • Practical experience of up to but not more than twelve months in the provision of nursing care and/or services and the undertaking of in-service training, subject to its provision by the employer. |
|---|---|

- | | |
|--|--|
| <p>Nursing skills and knowledge at this pay point are:</p> | <ul style="list-style-type: none"> • Limited or no practical experience of current situations and • Exercises limited discretionary judgment, not yet developed by practical experience. |
|--|--|

Year 2 means the pay point to which an employee will be appointed as an EN or progress from Year 1, based on:

- | | |
|---|--|
| <p>Training and experience, which includes:</p> | <ul style="list-style-type: none"> • Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA or • Not more than one further year of practical experience in the provision of nursing care and / or services and the undertaking of in-service training, subject to its provision by the employer. |
|---|--|

Nursing skills and knowledge in addition to Year 1 at this pay point are:

- A developing ability to recognise changes required in nursing activity, in consultation with the RN
- The ability to implement and record such changes as necessary and / or the ability to relate theoretical concepts to practice and / or
- Requires assistance in complex situations and in determining priorities.

Year 3 means the pay point to which an employee will be appointed as an EN or progress from Year 2, based on:

Training and experience, which includes:

- Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA or
- Not more than one further year of practical experience in the provision of nursing care and / or services and the undertaking of in-service training, subject to its provision by the employer.

Nursing skills and knowledge in addition to Year 2 at this pay point are:

- An ability to organise, practice and complete nursing functions in stable situations with limited direct supervision and/or
- The use of observation and assessment skills to recognise and report deviations from stable conditions and/or
- Demonstrated flexibility in the capacity to undertake work across the broad range of nursing activities and/or competency in a specialised area of practice and/or
- Uses communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Year 4 means the pay point to which an employee will be appointed as an EN or progress from Year 3, based on:

Training and experience,
which includes:

- Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA or
- Not more than one further year of practical experience in the provision of nursing care and/or services and the undertaking of in-service training, subject to its provision by the employer.

Nursing skills and
knowledge in addition to
Year 3 at this pay point
are:

- Speed and flexibility in accurate decision making and/or
- Organizes own workload and sets own priorities with minimal direct supervision and/or
- The use of observation and assessment skills to recognise and report deviations from stable conditions and/or
- Demonstrated flexibility in the capacity to undertake work across the broad range of resident/client needs and/or
- Uses communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Year 5 means the pay point to which an employee will be appointed as an EN or progress from Year 4, based on:

Training and experience,
which includes:

- Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA or
- Not more than one further year of practical experience in the provision of nursing care and/or services and the undertaking of in-service training, subject to its provision by the employer.

Nursing skills and
knowledge in addition to

- Contributes information in assisting the RN with development of nursing strategies/improvements

Year 4 at this pay point are:

within the employee's own practice setting and/or nursing team as necessary

- Response to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision and
- Efficiency and sound judgement in identifying situations requiring assistance from an RN

Year 6 means the pay point to which an employee will be appointed as an EN or progress from Year 5, based on:

Training and experience, which includes:

- Completion of a course of training, including hospital based, leading to enrolment as an EN with AHPRA or
- Not more than one further year of practical experience in the provision of nursing care and/or services and the undertaking of in-service training, subject to its provision by the employer.

Nursing skills and knowledge in addition to Year 5 at this pay point are:

- Contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team as necessary
- Response to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision and
- Efficiency and sound judgement in identifying situations requiring assistance from an RN

Year 7 means the pay point to which an employee will be appointed as an EN or progress from Year 6, based on the training, experience, skills and knowledge principles of Year 6.

Registered Nurses**Level 1 (RN-1)**

Provides quality nursing services which may include:

- Delivery of nursing care and case management
- Coordinating services, including other disciplines
- Education, counselling and group work services which promote health status improvement
- Supporting and mentoring less experienced employees including EN's and students
- Being accountable for own standard of nursing care and service delivery
- Participating in research and policy development
- Relieving clinical nurse as described below.

Level 2 (RN-2)***(Clinical Nurse)***

Provides quality nursing services which may include:

- Any other relevant qualification
- Delivery of comprehensive nursing care and individual case management
- Planning and coordinating services as delegated by senior employees
- Education, counselling and group work services which promote health status improvement
- Providing support, direction, orientation, education and/or mentoring to RN-1's, EN's and student nurses
- Being accountable for own standard of nursing care and service delivery
- Assisting in research projects
- Participating in continuous improvement programs and policy development
- Relieving RN-3 as required (Higher duties – refer to

Clause E3)

- Employees at this level may have been appointed through a selection process or by reclassification determined by the responsibilities of the position on a continuing basis.

Level 3 (RN-3)***(Clinical Nurse Consultant)***

- Provides quality nursing services which may include:
- Any other relevant qualification
 - Providing leadership and role modelling, particularly in the areas of research projects, continuous improvement programs, education, human resource management and policy development
 - Consulting in the employee's area of proficiency
 - Delivery of comprehensive nursing care to a specific group of clients with complex nursing care needs
 - Implementation and evaluation of client education programs
 - Coordinating and maintaining standards of care and resources, including nursing and multi-disciplinary service teams, material and financial
 - The assessment, planning, implementation and evaluation of nursing education and employees development programs
 - Providing support, direction, orientation, education and/or mentoring to RN-2's, RN-1's, EN's and student nurses
 - Being accountable for own standard of nursing care and service delivery
 - Relieving RN-4 as required (Higher duties – refer to *Clause E3*)
 - Employees at this level may have been appointed through a selection process or by reclassification determined by the responsibilities of the position on

a continuing basis.

| |
|-----------------------|
| Level 4 (RN-4) |
|-----------------------|

Provides quality nursing services which may include:

- Any other relevant qualification
- Managing and leading research projects, continuous improvement programs, education, human resource management and policy development
- Providing leadership to clinical nurse consultant/s
- Establishing and maintaining nursing management systems which ensure standards of care
- Planning, developing, implementing and evaluating client care
- Consulting in the employee's area of proficiency
- Delivery of comprehensive nursing care to a specific group of clients with complex nursing care needs
- Implementation and evaluation of client education programs
- Managing human, material and financial resources
- The development, planning, implementation and evaluation of nursing education and employees development programs
- Providing career counselling to nursing employees
- Providing support, direction, orientation, education and/or mentoring to RN-3's RN-2's, RN-1's, EN's and student nurses
- Being accountable for own standard of nursing care and service delivery
- Employees at this level may have been appointed through a selection process or by reclassification determined by the responsibilities of the position on a continuing basis.

F Hours of Work

- a. This clause should be read in conjunction with *Clause D.1. – Ordinary Hours of Work* of this Agreement.
- b. Except for the breaks defined in *Clause D.5. – Breaks* of this Agreement, ordinary hours of work will be continuous and will not formally exceed 8 hours of work per day or shift.
- c. These provisions do not apply to a night shift of up to 10 hours.
- d. Work Cycle:
 - A full-time employee working a work cycle of 152 hours over 28 days will not work more than:
 - 8 ordinary hours per shift or
 - 80 hours per fortnight.
 - A full-time employee working extended night shifts of between 8 and 10 hours may work 760 hours but will not exceed 140 consecutive days.
- e. Night Duty:
 - An employee must not exceed 8 weeks night duty in any 6-month period. This provision does not apply to employees who request permanent night duty.
 - Except in an emergency, 1 weeks' notice will be given to an employee going on night duty.
- f. Minimum Interval Between Shifts:
 - An employee must where practicable, have at least 8 hours free from duty between shifts.
- g. Changed Duty:
 - An employee changing from night to day shift or from day to night shift, must be free from duty on the 24 hours immediately preceding the commencement of the changed duty.

G Shift Work

An Employee will be paid the following percentages in addition to their basic rate of pay for shift work as defined in the table below for the duration of their shift.

| Shift type | Conditions | Penalty rate |
|---|--|---------------------|
| Afternoon | Shift commencing 12:00pm and before 6:00pm | 12.5% |
| Night | Shift worked between 6:00pm and 7:30am | 15% |
| Afternoon/Night – permanent – employer directed | Shift commencing 12:00pm and finishing before 8:00am | 30% |
| Home Support Services - Broken shift | Finishing before 7:30pm | 10% |
| | Finishing after 7:30pm | 15% |
| | Not applicable when request for broken shift made by employee | |
| Saturday | Shift worked between 12:00am Saturday and 12:00am Sunday. | 50% |
| Sunday | Shift worked between 12:00am Sunday and 12:00am Monday. | 75% |
| Public Holiday | Between 12:00am on the public holiday and 12:00am the morning after the public holiday | 150% |

H Nurse in Charge Allowance

An RN-1 or RN-2 who is in charge of the residential facility on a Saturday, Sunday, Public Holiday, or between 6:00pm and 8:00am on any day, will be paid RN-2, Year 3.

I Safe Staffing Levels and Skill Mix

- a. The employer is committed to ensuring efficient and flexible rostering of employees, according to the service requirements of the residents.

- b. Where employee's replacement is required, as determined above, the employer shall endeavour to fill the position as soon as practicable.

J Definitions

For the purposes of this Schedule:

'Supervision' means the oversight, direction, instruction, guidance and/or support provided to an employee by a Registered Nurse (RN) responsible for ensuring such an employee is not placed in situations where required to function beyond the preparation and competence of the employee. Specifically:

'Direct supervision' means the employee works side by side continuously with an RN responsible for observing and directing the employee's activities in circumstances where, in the judgement of the RN, such an arrangement is warranted in the interests of safe and / or effective practice

'Indirect supervision' means such other supervision provided to an employee assuming responsibility for functions delegated by an RN in circumstances where, in the judgement of the RN accountable for such delegation, direct supervision of the employee is not required.

Schedule Two – Specific Provisions for Residential Care Workers, Home Support Services Support Workers, Lifestyle, Therapy Services, Hospitality and Maintenance.

A Rates of Pay (annual and hourly)

| Classification | | First full pay period on or after | | | | | | | |
|----------------|---|-----------------------------------|----------|-----------|----------|-----------|----------|-----------|----------|
| | | Current (1-Jul-18) | | 1-Jul-19 | | 1-Jul-20 | | 1-Jul-21 | |
| Increment | | Annual | \$/Hr | Annual | \$/Hr | Annual | \$/Hr | Annual | \$/Hr |
| | | | | 2% | | 2% | | 2% | |
| Level 1 | 1 | \$ 42,779 | \$ 21.58 | \$ 43,635 | \$ 22.01 | \$ 44,507 | \$ 22.45 | \$ 45,397 | \$ 22.90 |
| | 2 | \$ 43,656 | \$ 22.02 | \$ 44,529 | \$ 22.46 | \$ 45,420 | \$ 22.91 | \$ 46,328 | \$ 23.37 |
| | 3 | \$ 44,505 | \$ 22.45 | \$ 45,395 | \$ 22.90 | \$ 46,303 | \$ 23.36 | \$ 47,229 | \$ 23.82 |
| Level 2 | 1 | \$ 44,674 | \$ 22.54 | \$ 45,567 | \$ 22.99 | \$ 46,479 | \$ 23.45 | \$ 47,408 | \$ 23.92 |
| | 2 | \$ 45,056 | \$ 22.73 | \$ 45,957 | \$ 23.18 | \$ 46,876 | \$ 23.65 | \$ 47,814 | \$ 24.12 |
| Level 3 | 1 | \$ 45,396 | \$ 22.90 | \$ 46,303 | \$ 23.36 | \$ 47,230 | \$ 23.83 | \$ 48,174 | \$ 24.30 |
| | 2 | \$ 46,266 | \$ 23.34 | \$ 47,191 | \$ 23.81 | \$ 48,135 | \$ 24.28 | \$ 49,098 | \$ 24.77 |
| Level 4 | 1 | \$ 46,839 | \$ 23.63 | \$ 47,775 | \$ 24.10 | \$ 48,731 | \$ 24.58 | \$ 49,706 | \$ 25.07 |
| | 2 | \$ 47,624 | \$ 24.02 | \$ 48,576 | \$ 24.50 | \$ 49,548 | \$ 25.00 | \$ 50,538 | \$ 25.49 |
| Level 5 | 1 | \$ 48,452 | \$ 24.44 | \$ 49,421 | \$ 24.93 | \$ 50,410 | \$ 25.43 | \$ 51,418 | \$ 25.94 |
| | 2 | \$ 50,065 | \$ 25.26 | \$ 51,067 | \$ 25.76 | \$ 52,088 | \$ 26.28 | \$ 53,130 | \$ 26.80 |
| Level 6 | 1 | \$ 50,935 | \$ 25.69 | \$ 51,954 | \$ 26.21 | \$ 52,993 | \$ 26.73 | \$ 54,052 | \$ 27.27 |
| | 2 | \$ 52,229 | \$ 26.35 | \$ 53,274 | \$ 26.87 | \$ 54,339 | \$ 27.41 | \$ 55,426 | \$ 27.96 |

Casual employees are entitled to be paid a casual loading for 25% for all ordinary hours worked in accordance with *Clause B.4 - Employment Categories*.

Junior Rates

Employees under the age of 21 will not be subject to a reduced wage due to junior rates. Their rate of pay will be the applicable adult wage.

Casual employees are entitled to be paid a casual loading of 25% for all ordinary hours worked in accordance with *Clause B.4 - Employment Categories*.

B Classification Structure Definitions

Direct client contact services means all duties associated with the provision of direct client care and service by assisting under supervision and primarily in a general care and / or nursing environment or in a variety of other specialist therapy disciplines.

These services may include:

- Personal assistance such as:
 - bathing
 - showering
 - personal hygiene
 - toileting
 - dressing or undressing
 - mobility
 - transfer
 - meals and refreshments, including a special diet as required
 - sensory communication or the fitting of sensory communication aids
 - provision of rehabilitative support or assistance to obtain such support or to meet a professionally determined therapeutic need
 - provision of in-home services

Indirect client contact services means all duties associated with:

- preparation of food and liquids in catering or cafeteria or dining room areas, including ordering, storage, preparation, cooking, plating, serving and delivery of meals as appropriate but excluding the regulating of food and liquid intake and/or
- cleaning, washing and basic maintenance of equipment, crockery and utensils including hygiene and removal of kitchen and dining room waste, vending machines and canteens including food preparation serving cashier duties and responsibilities table arrangement in the areas identified above and/or
- cleaning all areas of a worksite both inside and out and/or
- delivery, collection, disposal of linen as appropriate and delivery, collection, disposal, sorting, storage, imprest and disposal as appropriate of worksite refuse, trolleys, mail, administrative documents and inactive client records and/or
- removal, transportation and storage of all equipment and objects within the worksite and/or
- collection, sorting, washing, cleaning, sterilising, drying, folding, pressing, packing, labelling and delivering and maintenance of, imprest of material supplies including linen and uniforms where appropriate and/or
- maintenance, relocation, repair, alteration, modification, production of equipment, aids or supplies including equipment which caters for special needs of clients or other equipment and fixtures associated with the interior or exterior of the worksite and/or

- maintenance of outside areas of a worksite including rubbish collection and removal and/or
- gardening and grounds maintenance including the operation of all garden and associated equipment including tractors and the installation and maintenance of watering systems and/or
- driving including motor vehicles, motor freight, trucks and buses and other motorised equipment and/or
- the transportation of clients and client focused equipment, aids and associated objects within the particular worksite and/or
- maintenance of the worksite security.

Diversional therapy means the provision of diversional, leisure and/or recreational activities to individuals and/or groups of clients.

For the purpose of classifying direct client contact services, **in service experience** means an employee's service which includes the same or similar functions, provided that the service does not precede a break of three years or more.

Characteristics:

Characteristics Level 1

Employees at this level:

- in the case of indirect client contact services, employees will perform the indicative duties at Level 2 and / or provide assistance to employees performing those duties and
- in the case of direct client contact services, employees who do not hold an AQF Certificate Level III, will perform the indicative duties at Level 3 for a period not exceeding 560 hours in service experience, as defined, in accordance with the following characteristics:
 - Employees at this level generally have limited or no previous relevant experience. They work under close supervision.
 - Employees perform routine functions requiring an understanding of clear, straightforward rules and procedures. They exercise minimal judgement.
 - Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate at this level.

Characteristics Level 2

- Employees at this level have previous relevant experience and/or in-service training but no relevant formal qualification.
- Employees at this level work under routine supervision. They perform routine work within established guidelines. Such employees may be required to exercise limited discretion in the performance of their work consistent with their training and experience.
- Employees at this level may be required to provide assistance to less experienced employees at this level and Level 1.
- Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level.

Indicative duties

May include:

Indirect client contact services

1. Basic food and cooking preparation and delivery
2. Cleaning of wards, rooms, grounds and buildings
3. Cafeteria and kiosk duties
4. Cash handling
5. Maintain basic records
6. Perform a range of gardening duties including routine duties, installation of complex watering systems and application of appropriate pesticides, weedicides or fertilisers
7. Laundry functions including basic sewing and repair work and the operation of complex machinery / press units
8. General maintenance to buildings, fences, grounds, contents and equipment
9. Transportation of stores, equipment, provisions, pharmacy supplies etc
10. Understand and operate mechanical, chemical, biological and monitoring controls, C.S.S.D, T.S.S.U and ethylene oxide sterilising process and Ultra Sonic Cleaning.

Direct client contact services

The indicative duties at Level 3 may be performed at Level 2 by an employee who does not hold an AQF Certificate III, if performed in accordance with the above characteristics, for a period not exceeding 2100 hours **in service experience**, as defined. Those hours worked at Level 1 before progression to Level 2 will be included.

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| Characteristics Level 3 |
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Employees at this level will have sufficient knowledge and experience to perform the additional duties at this level and may have a formal qualification relevant to the employee's position.

Employees who have previously performed 2100 hours *in service experience*, as defined, will, as a minimum, be classified at this level.

Where there is any disagreement as to the relevance of a qualification the onus will be on the employer to demonstrate the qualification is not reasonably required or utilised for the position in which the employee is employed.

Such employees require only general guidance or direction and there is scope for the exercise of initiative and judgement in carrying out their assigned duties.

Such employees can be expected to give assistance and / or guidance to employees at lower levels and be able to assist in the training of such employees by means of personal instruction and demonstration.

Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level.

Indicative duties

In addition to the duties set out at Level 2, employees at this level may perform duties including some or all of the following:

Indirect client contact services

1. General cooking duties
2. Prepare, wash, clean, sterilise, assemble, label and pack medical and laboratory equipment
3. Maintain appropriate records
4. Complex repair and maintenance work requiring prior experience (but not to trade level)
5. Understand and operate mechanical, chemical, biological and monitoring controls, C.S.S.D., T.S.S.U. and ethylene oxide sterilising process and Ultra Sonic Cleaning.

Direct client contact services

Employees at this level may perform duties including some or all of the following:

1. Bed making
2. Bathing, showering, personal hygiene and grooming
3. Toileting/continence management
4. Maintenance of Mobility/Dexterity
5. Transfer/lifting, mechanical aids
6. Communication/assistance with aids
7. Distribution of clean laundry/personal attire
8. Cleaning of equipment, aids, utensils in work area (including personal possessions)
9. Cleanliness and neatness of client's environment
10. Transportation of clients
11. Report and record observations of individual clients
12. Complete routine documentation in accordance with established policies and procedures
13. Assist in care of clients with identified special needs or requirements
14. Provide input into client assessment
15. Identify diversional therapy needs of individuals and/or groups
16. Provision of diversional therapy to individuals and/or groups in accordance with established programs
17. Assist in the self-administration of medication on medical authority to client
18. Assist with the provision of routine treatments and procedures
19. Provision of in-home services consistent with the duties defined by this stream.

Note: These duties listed in the above group may be performed at Levels 1, 2 and 3 depending upon the characteristics under which they are performed.

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| Characteristics Level 4 |
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Employees at this level:

- Will hold an AQF Certificate Level III or equivalent qualifications relevant and required for the employee's position or
- Will have sufficient knowledge and experience to perform the additional duties required at this level, or to give relevant advice and / or information to the organisation and clients in relation to specific areas of their responsibility or
- Will hold trade qualifications relevant to the employee's position.

Where there is any disagreement as to the relevance of a qualification, the onus will be on the employer to demonstrate the qualification is not reasonably required or utilised for the position in which the employee is employed.

Such employee will be responsible for their own work and will require only limited guidance, direction or supervision. They exercise initiative, discretion and judgement in the performance of their duties, within the limits of their training and experience. They may be required to work from complex instructions and procedures.

Such employees may be responsible for guidance or direction of employees at lower levels. They may be required to train employees at lower levels by personal instruction and demonstration.

Employees may be required to operate equipment requiring the exercise of skills and knowledge appropriate to this level.

Indicative duties

May include:

Indirect client contact services

1. Performing cooking duties at trade level and/or cook with responsibility for non-qualified kitchen employees
2. Co-ordinating the allocation of patient transport duties
3. Ordering and monitoring the supply and quality of items required for an effective service in an area of operation
4. Maintain registers and stock control procedures
5. Maintenance work requiring trade level skills
6. Effectively liaise with Nursing, Maintenance and other appropriate employees and respond as required to needs as identified
7. Effectively consult with employees to maintain a safe work environment in accordance with the Organisational Occupational Health Safety and Welfare Policy Procedures
8. Understand and operate mechanical, chemical biological and monitoring controls, C.S.S.D, T.S.S.U and ethylene oxide sterilising process and Ultra Sonic Cleaning.

Direct client contact services

In addition to the duties set out at Level 3, employees at this level may perform duties including some or all of the following:

1. Assist in the assessment of individual clients
2. Collect and record data for use in identification of individual client's special needs

3. Care of clients with special needs
4. Complete documentation to meet workplace requirements
5. Effectively liaise with Nursing, Maintenance and other appropriate employees and responds as required to needs identified
6. Effectively consult with employees to maintain a safe work environment in accordance with the Organisational Occupational Health Safety and Welfare Policy and Procedures
7. Plan and organise **diversional therapy** programs for individuals and/or groups
8. Plan, organise and provide **diversional therapy** to clients with identified special needs.

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| Characteristics Level 5 |
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Employees at this level:

- Will have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of this expertise and / or
- Will hold an AQF Certificate Level IV or other formal qualification relevant to the employee's position.

Where there is any disagreement as to the relevance of a qualification the onus will be on the employer to demonstrate the qualification is not reasonably required or utilised for the position in which the employee is employed.

Employees at this level are responsible and accountable for their own work and that of employees at lower levels. They work with minimal supervision and will report to more senior employees as required. They often exercise initiative, discretion and judgement in the performance of their duties.

Such employees may have delegated responsibility for the work under their control or supervision, in terms of scheduling workloads, resolving operational problems, and monitoring the quality of work produced.

They will be able to supervise employees. They will also be able to train employees in lower levels by means of personal instruction and demonstration. They will also be able to assist in the delivery of training courses.

Indicative duties

May include:

Indirect client contact services

1. First Cook with responsibility for other qualified cooks and kitchen employees and whose duties may include development of menus, ordering of food items, and responsibility for quality and hygiene control
2. Supervision of employees
3. Monitor implementation of and compliance with workplace policies and procedures
4. Contribute to the development and implementation of such policies and procedures as required
5. Ensure maintenance of safe environment for employees and clients
6. Administrative functions as directed by the employer
7. Provision of training to employees.

Direct client contact services

1. Supervision of employees
2. Monitor implementation of and compliance with workplace policies and procedures
3. Contribute to the development and implementation of such policies and procedures as required
4. Ensure maintenance of documentation to meet workplace requirements
5. Ensure maintenance of safe environment for employees and clients
6. Administrative functions as directed by the employer
7. Provision of training to employees
8. Co-ordination of the provision of ***diversional therapy*** in the workplace.

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| Characteristics Level 6 |
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Employees at this level:

- Will possess, in the opinion of the employer, sufficient knowledge and experience to perform the duties at this level. In assessing such sufficient knowledge, regard will be given to any higher-level training (including in-house training) undertaken by the employee.
- Will hold an AQF Certificate Level IV or other formal qualification relevant to the employee's position.

Employees at this level will be responsible for their own work. They will report to senior employees as required. They will regularly exercise initiative, discretion and judgement in the performance of their duties.

They will be responsible for co-ordination of the duties of employees under their control or supervision, will be responsible for work output and will understand the entire operation of the employer.

They will be responsible for the selection, recruitment, training, counselling and appraisal of employees under their control or supervision in accordance with established policies and procedures.

They will assist in the development of the policies and procedures of the organisation.

Indicative duties

May include:

- Day to day co-ordination of the workplace
- Admission and assessment of clients
- Induction and rostering of employees
- Responsible for maintenance of all relevant documentation
- Ensuring that the workplace operates in accordance with all relevant legislation, regulations, standards and policies
- Contribute to the development, implementation and evaluation of workplace policies as required.

General Notes

Characteristics listed in the structure are not set out in any priority order.

An employee engaged for two hours or more in any day on duties carrying a higher rate than their ordinary classification must be paid the higher rate for the full day.

C Allowances

- a. First Aid:

Where an employee is required to hold a First Aid and CPR qualification as a condition of their employment, all costs associated with obtaining and maintaining the qualification will be met by the employer.

b. Sleepover:

- This sub-clause applies only to Home Support Services Support Workers.
- Employees may, in addition to normal rostered shifts, be required to sleepover.
- A sleepover occurs when an employee sleeps overnight at premises where the client is located, for an 8 hour period.
- An employee required to sleepover will be provided with the following:
 - A separate room with a bed and use of appropriate facilities
 - A sleepover allowance of \$65 for each night on which they sleepover.
- In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked.
- Where such work exceeds one hour, payment will be made at the prescribed overtime rates for the duration of the work.
- An Employee on sleepover will be provided with, or paid for, at least four hours' work for each instance where the employee is required. Such work will be performed immediately before and / or immediately after the sleepover period.

c. On-call for Maintenance Employees only is as follows:

- a. \$25 per day allowance for weekdays
- b. \$40 per day allowance for Saturdays and Sundays and Public Holidays.

D Hours of Work

a. Night Duty:

- The period of night duty to be worked by an employee must not exceed two months in any six-monthly period, unless by agreement with the employee.

b. Shift work:

An Employee will be paid the following percentages in addition to their base rate of pay as defined in the table below for the duration of their shift.

| Shift type | Conditions | Penalty rate |
|---|--|--------------------------------|
| Afternoon/Night | Shift commencing 12.00pm and finishing before 8.00am | 15% |
| Afternoon/Night – permanent – employer directed | Shift commencing 12.00pm and finishing before 8.00am | 30% |
| Commence before 6.00am | Shift commencing before 6.00am Monday - Friday | 15% for all hours up to 7.00am |
| Saturday | Between 12.00am Saturday and 12.00am Sunday | 50% |
| Sunday | Between 12.00am Sunday and 12.00am Monday | 75% |
| Public Holiday | Between 12.00am on the public holiday and 12.00am the morning after the public holiday | 150% |
| Home Support Services - Broken shift | Finishing before 7.30pm Finishing after 7.30pm Not applicable when request for broken shift made by employee | 10% 15% |

E Safe Staffing Levels and Skill Mix

- a. The employer is committed to ensuring efficient and flexible rostering of employees, according to the service requirements of the residents.
- b. Where employee's replacement is required, as determined above, the employer shall endeavour to fill the position as soon as practicable.

Schedule Three – Specific Provisions for Home Support Services Coordinators**A Rates of Pay (annual and hourly)**

| Classification | | First full pay period on or after | | | | | | | |
|----------------|--------|-----------------------------------|----------|-----------|----------|-----------|----------|-----------|----------|
| | | Current (1-Jul-18) | | 1-Jul-19 | | 1-Jul-20 | | 1-Jul-21 | |
| Increment | | Annual | \$/Hr | Annual | \$/Hr | Annual | \$/Hr | Annual | \$/Hr |
| | | | | 2% | | 2% | | 2% | |
| Level 4 | Year 1 | \$ 73,540 | \$ 37.10 | \$ 75,011 | \$ 37.84 | \$ 76,511 | \$ 38.60 | \$ 78,041 | \$ 39.37 |
| | Year 2 | \$ 75,340 | \$ 38.01 | \$ 76,847 | \$ 38.77 | \$ 78,384 | \$ 39.54 | \$ 79,951 | \$ 40.33 |
| | Year 3 | \$ 77,136 | \$ 38.91 | \$ 78,679 | \$ 39.69 | \$ 80,252 | \$ 40.48 | \$ 81,857 | \$ 41.29 |
| | Year 4 | \$ 78,938 | \$ 39.82 | \$ 80,517 | \$ 40.62 | \$ 82,127 | \$ 41.43 | \$ 83,770 | \$ 42.26 |
| Level 5 | Year 1 | \$ 80,736 | \$ 40.73 | \$ 82,351 | \$ 41.54 | \$ 83,998 | \$ 42.37 | \$ 85,678 | \$ 43.22 |
| | Year 2 | \$ 82,535 | \$ 41.64 | \$ 84,186 | \$ 42.47 | \$ 85,869 | \$ 43.32 | \$ 87,587 | \$ 44.18 |
| | Year 3 | \$ 84,334 | \$ 42.54 | \$ 86,021 | \$ 43.39 | \$ 87,741 | \$ 44.26 | \$ 89,496 | \$ 45.15 |

Casual employees are entitled to be paid a casual loading of 25% for all ordinary hours worked in accordance with *Clause B.4 - Employment Categories*.

B Classification

The classification criteria following are used to determine the appropriate level for Home Support Services Coordinator positions. Arranged by 8 distinctive levels, the criteria consist of general features, general responsibilities, specific responsibilities and skills knowledge, experience and qualifications and / or training.

When classifying a position all aspects of the job are considered against all the criteria within the classification level.

| CHARACTERISTICS | Level 4 | Level 5 |
|---|---|---|
| Activities | <p>Perform a wide range of activities associated with program activities, or service delivery and may perform activities of a complex nature which could include:</p> <ul style="list-style-type: none"> • Responsibility for a range of functions within a work area • A substantial component of supervision. | <p>Responsible for a range of functions within the section and/or department.</p> |
| Complexity of task level of autonomy | <p>Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.</p> <p>Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.</p> <p>Work under general direction with assistance usually available.</p> | <p>Application of a high level of knowledge and skills and adheres to established work practices. However, may be required to exercise initiative and judgement where practices are not clearly defined.</p> <p>Required to set specific performance outcomes and further develop work methods.</p> <p>Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.</p> |
| Initiative and judgement | <p>Exercise initiative and judgement in applying established procedures governed by clear objectives and/or defined budget constraints, including critical</p> | <p>Exercise initiative and judgement where procedures are not clearly defined.</p> |

| | | |
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| | knowledge/skills where procedures are not clearly defined. | |
| Problem solving | Solution to moderately complex problems generally found in precedents, guidelines or instructions. | Solution to problems generally found in documented techniques, precedents and guidelines. |
| Provision of advice/support/ Assistance | Provide specialist expertise/advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work-related field. | Provide expert advice to lower classified employees. Specialists may be required to provide multi-disciplinary advice. |
| Time management & organisational skills | Require skills in managing time, setting priorities, planning and organising own work and that of subordinate employees, where supervision is a component of the position. | Plan and organise their own work and that of subordinate employees. |
| General responsibilities | <p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Duties of a specialised nature requiring the development of expertise over time or previous knowledge • Providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems • A substantial component of supervision or provide specialist expertise • Supervision of various functions within a work | <p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Involvement in establishing section/ department programs and procedures • Responsibility for a moderately complex project • A minor phase of a broader or more complex professional assignment • Specialist officer in discipline where decision made rest with the officer with no reference to a senior officer • Control of projects and/or programs |

| | | |
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| | <p>area or projects</p> <ul style="list-style-type: none"> • Supervision of contractors | <ul style="list-style-type: none"> • Assisting in the preparation/prepare department or section budgets • Supervision of section or in the case of small council, a department • Supervision of contractors • Setting priorities and monitor workflows in areas of responsibility • Establish the most appropriate operational methods for section/ department • Setting outcomes for subordinate officers • Work may span more than one discipline |
| <p>Where prime responsibility is in clerical/secretarial/ administrative field</p> | <ul style="list-style-type: none"> • Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include: Identification or specific or desired performance outcomes • Application of computer programming knowledge and skills in systems development, maintenance and implementation • Undertake computer operations requiring | <p>Responsibilities could include:</p> <ul style="list-style-type: none"> • Exercise responsibility for a specialised area of council • Provision of advice and assistance when no- standard procedures and processes are required • Understanding of all areas of computer operation • Undertake programming in specialist areas • Exercise responsibility for a specialised area of councils computing operation • Undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the co-ordination of |

| | | |
|---|--|---|
| | technical expertise and experience | facets of the total program, media liaison design and editing, layout of publications/displays. |
| Where prime responsibility is community services | Assist senior officers with the planning and co-ordination of a community program of a complex nature. | Plan, develop and operate a community service program of a moderately complex nature. |
| Requirements of the job | <ul style="list-style-type: none"> • Knowledge of statutory requirements relevant to work area • Knowledge of section procedures, policies and activities • Sound discipline knowledge gained through previous experience, training or education • Knowledge of the role of departments within council and/or service functions • Specialists require an understanding of the underlying principles in the relevant disciplines • Relevant four-year degree with two years relevant experience or three-year degree with three years of relevant experience OR • Associate diploma with relevant experience OR • Lesser formal qualifications with substantial years of relevant experience | <ul style="list-style-type: none"> • Knowledge of departmental programs, policies and activities • Sound discipline knowledge gained through experience • Knowledge of the role of council's structure and service • Relevant degree with relevant experience OR • Associate diploma with substantial experience OR • Qualifications in more than one discipline OR • Less formal qualifications with specialised skills sufficient to perform at this level OR • Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required. |

| | | |
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| | <p>OR</p> <ul style="list-style-type: none"> • Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required. | |
| <p>Progression</p> | <ul style="list-style-type: none"> • Graduates will progress to the 1st increment of this level once two years' service at level • 3 are completed and will progress to the 3rd increment following an additional year of service if in agreement with the employer. | <ul style="list-style-type: none"> • Graduates will progress to the 1st increment of this level on the completion of two years' service at level • 4 and will progress to the 3rd increment after a further year of service if in agreement with the employer. |

E On-call Allowance

- a. Where Home Support Services Coordinators are required to participate in regular periods of on-call, an appropriate roster will be created, and allowance will apply.
- b. On-call
 - a. \$40 per day allowance applies to weekdays.
 - b. \$100 per day allowance applies to Saturdays and Sundays.
 - c. \$150 per day allowance applies to Public Holiday.

On-call allowance will only be paid to the person conducting the task. This allowance does not apply to employees on any form of leave.

F Hours of Work

- a. Normal working hours are outlined in the contract of employment provided to the employee upon commencement.
- b. The ordinary span of hours will be 6.00am to 6.00pm, Monday to Friday. Subject to operational requirements, Alwyndor and an employee may agree to vary the prescribed hours.

G Time Off In Lieu (TOIL)

- a. TOIL does not apply to on-call.
- b. By agreement with the employer and subject to operational needs, an employee may 'make-up' ordinary time within the ordinary span of hours and take as TOIL.
- c. By agreement with the employee, additional hours not exceeding 5 per week may be worked.
- d. Additional hours are accrued at ordinary time and taken as TOIL.

- e. Accumulated TOIL must not exceed 20 hours and may be taken in a maximum of two-day blocks within 3 months of accrual as mutually agreed.

H Shift, Weekend and Public Holiday Allowances

- a. Employees who regularly perform work outside the ordinary span of hours (being prior to 6:00am or after 6:00pm, Monday to Friday, inclusive), shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours. This is not applicable to on-call.
- b. Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. The parties agree that Saturday commences at 12.00am Saturday and Sunday finishes at 12.00am on Monday. This is not applicable to on-call.
- c. Employees working on public holidays as part of their ordinary hours may elect to receive either:
- 150% in addition to their ordinary time rate of pay or
 - 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.
- d. If an employee works Saturday and Sunday as part of his/her ordinary week, then he/she should be entitled to two (2) consecutive days off during the period Monday to Friday, which shall be mutually agreed between the parties.

I Overtime

- a. The employer and an employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.
- b. The overtime rates set out in *Clause D.8. – Overtime* will apply with the exception of the following:

- a. All time worked after 12.00pm on Saturday shall be paid for at double time.

Schedule Four - Specific Provisions for Allied Health Employees**A Rates of Pay (annual and hourly)**

| Classification | | First full pay period on or after | | | | | | | |
|----------------|--------|-----------------------------------|----------|-----------|----------|-----------|----------|-----------|----------|
| | | Current (1-Jul-18) | | 1-Jul-19 | | 1-Jul-20 | | 1-Jul-21 | |
| Increment | | Annual | \$/Hr | Annual | \$/Hr | Annual | \$/Hr | Annual | \$/Hr |
| | | | | 2% | | 2% | | 2% | |
| Grade 1 | Year 1 | \$ 56,458 | \$ 28.48 | \$ 57,587 | \$ 29.05 | \$ 58,739 | \$ 29.63 | \$ 59,914 | \$ 30.22 |
| | Year 2 | \$ 56,934 | \$ 28.72 | \$ 58,073 | \$ 29.30 | \$ 59,234 | \$ 29.88 | \$ 60,419 | \$ 30.48 |
| | Year 3 | \$ 59,774 | \$ 30.15 | \$ 60,970 | \$ 30.76 | \$ 62,189 | \$ 31.37 | \$ 63,433 | \$ 32.00 |
| | Year 4 | \$ 63,342 | \$ 31.95 | \$ 64,609 | \$ 32.59 | \$ 65,901 | \$ 33.24 | \$ 67,219 | \$ 33.91 |
| | Year 5 | \$ 66,929 | \$ 33.76 | \$ 68,268 | \$ 34.44 | \$ 69,633 | \$ 35.13 | \$ 71,026 | \$ 35.83 |
| | Year 6 | \$ 70,926 | \$ 35.78 | \$ 72,344 | \$ 36.49 | \$ 73,791 | \$ 37.22 | \$ 75,267 | \$ 37.97 |
| Grade 2 | Year 1 | \$ 76,760 | \$ 38.72 | \$ 78,295 | \$ 39.50 | \$ 79,861 | \$ 40.29 | \$ 81,458 | \$ 41.09 |
| | Year 2 | \$ 78,096 | \$ 39.40 | \$ 79,658 | \$ 40.18 | \$ 81,252 | \$ 40.99 | \$ 82,877 | \$ 41.81 |
| | Year 3 | \$ 79,425 | \$ 40.07 | \$ 81,014 | \$ 40.87 | \$ 82,634 | \$ 41.69 | \$ 84,287 | \$ 42.52 |
| | Year 4 | \$ 80,753 | \$ 40.74 | \$ 82,368 | \$ 41.55 | \$ 84,016 | \$ 42.38 | \$ 85,696 | \$ 43.23 |
| Grade 3 | Year 1 | \$ 83,386 | \$ 42.06 | \$ 85,053 | \$ 42.91 | \$ 86,754 | \$ 43.76 | \$ 88,489 | \$ 44.64 |
| | Year 2 | \$ 84,707 | \$ 42.73 | \$ 86,402 | \$ 43.59 | \$ 88,130 | \$ 44.46 | \$ 89,892 | \$ 45.35 |
| | Year 3 | \$ 86,024 | \$ 43.40 | \$ 87,744 | \$ 44.26 | \$ 89,499 | \$ 45.15 | \$ 91,289 | \$ 46.05 |
| Grade 4 | Year 1 | \$ 86,027 | \$ 43.40 | \$ 87,748 | \$ 44.26 | \$ 89,503 | \$ 45.15 | \$ 91,293 | \$ 46.05 |
| | Year 2 | \$ 88,048 | \$ 44.42 | \$ 89,809 | \$ 45.30 | \$ 91,605 | \$ 46.21 | \$ 93,437 | \$ 47.13 |
| Grade 5 | Year 1 | \$ 88,440 | \$ 44.61 | \$ 90,209 | \$ 45.51 | \$ 92,013 | \$ 46.42 | \$ 93,854 | \$ 47.34 |
| | Year 2 | \$ 89,271 | \$ 45.03 | \$ 91,056 | \$ 45.93 | \$ 92,877 | \$ 46.85 | \$ 94,735 | \$ 47.79 |
| Grade 6 | Year 1 | \$ 90,626 | \$ 45.72 | \$ 92,439 | \$ 46.63 | \$ 94,287 | \$ 47.56 | \$ 96,173 | \$ 48.52 |
| Grade 7 | Year 1 | \$ 94,523 | \$ 47.68 | \$ 96,413 | \$ 48.64 | \$ 98,341 | \$ 49.61 | \$100,308 | \$ 50.60 |
| | Year 2 | \$ 95,872 | \$ 48.36 | \$ 97,790 | \$ 49.33 | \$ 99,746 | \$ 50.32 | \$101,741 | \$ 51.32 |
| | Year 3 | \$ 97,223 | \$ 49.04 | \$ 99,167 | \$ 50.03 | \$101,150 | \$ 51.03 | \$103,173 | \$ 52.05 |

Casual employees are entitled to be paid a casual loading of 25% for all ordinary hours worked in accordance with *Clause B.4 - Employment Categories*.

B Classification

The classification criteria following are used to determine the appropriate level for Allied Health employees.

When classifying a position all aspects of the job are considered.

Grade 1

A base grade professional practitioner, initially under close supervision as to method of approach and requirements, performs normal professional work under general professional guidance, and with professional development may perform novel, complex or critical professional work under professional supervision. The work involves any or all of the following:

- The normal professional work of an organisational unit is of a specialised professional field encompassed by the work of the unit under professional supervision.
- Difficult or novel or critical professional work under professional supervision.
- Research carried out under professional supervision and which may be expected to contribute to advances in technique used.
- General supervision over technical personnel.

As experience is gained the contribution and the level of professional judgement increases and professional supervision decreases, until a wide range of professional tasks are capable of being performed under general guidance. Persons must have sound theoretical knowledge professional knowledge gained through satisfactory completion of an appropriate course of study at a recognised tertiary institution where applicable be eligible for registration with the relevant professional board.

Grade 2

A senior professional practitioner or supervising professional practitioner who performs professional work. Operating either individually or as a professional team leader. Work involves all phases of the project and or intervention process including problem definition, assessment, planning, liaison, execution, analysis, interpretation and reporting on findings involving normal professional work. Leadership responsibilities may be evident for the completion of the scope and objectives of a project, the senior professional practitioner selects and adapts methods best suited to the project and accepts personal professional responsibility for completeness and adequacy. The results obtained will be documented, demonstrate the progressive attainment of greater knowledge and experience to achieve higher level outcomes under reducing professional direction or professional work where it is isolated from immediate supervision. Senior professional practitioners may participate as team members in research projects.

Grade 3

As a senior professional practitioner of a small unit (up to ten) contribute directly to the formulation of agency policies for the work area. It requires an understanding of the wider policy and strategic context. Professional advice at this level generally has consequences beyond the immediate work area and is normally only reviewed for policy and general approach. The work has moderate corporate compact. Persons at this level are expected to have extensive experience in their professional field to perform a range of tasks or proven expertise in a specific area. The senior professional practitioner at this level is expected to apply significant professional judgement in their professional discipline in relation to novel, complex and critical work. The senior professional practitioner may direct professional and other employees engaged in clinical work within a functional unit. Direction may require professional leadership over subordinate employees including supervisors. This involves setting standards for and evaluating performance, interpreting policy relevant to the work area and may involve resolving professional problems. The senior professional practitioner may be involved in originating research projects.

Grade 4

As a deputy of a large department, chief of a small department (less than ten) or as a senior professional practitioner with proven expertise in a specific clinical area. The work requires a high degree of independence in determination of overall strategies, priorities, work standards and the allocation of resources. Judgements made at this level form the basis of advice to senior levels within the agency and are often critical to the achievement of overall objectives of a corporate impact. Administrative direction is given in the agency's policies and objectives to ensure coordination with other major work units. The person is expected to apply significant professional knowledge and judgement in their profession directly relevant to the work area in relation to novel, complex or critical work. Persons at this level may be responsible for initiating, planning and conducting research. Persons of the level may lead and direct an organisational team of professionals and other employees requiring considerable coordination and are responsible for human, physical and financial control of that team.

Grade 5

As chief of a medium department (approximately ten (10) -fifteen (15)) or a senior professional practitioner exercising significant clinical judgement. Persons at this level may operate in accordance with broad objectives and are expected to apply significant professional judgement and knowledge in their profession directly relevant in their work area and in relation to more novel,

complex or critical work. Persons at this level may lead, direct and coordinate a major function or work area in agency involving a considerable variety of activities on a functional basis. They have significant responsibility for the human, physical and financial resources under their control and the work may include project coordination of significant professional or clinical nature. Persons at this level may be responsible for initiating, planning and conducting research of considerable breadth which contributes significantly to the development of agency or corporate policy or are highly complex in terms of problem definition and methodology.

Grade 6

As chief of a large department (fifteen-twenty) or a senior professional practitioner exercising critical professional judgement. Persons at this level may operate in accordance with broad objectives and are expected to apply unusually significant professional knowledge and judgement in relation to the most novel, complex or critical work. Persons at this level may be expected to have a depth of knowledge in their profession of significance to the organisation. There is a requirement for a high degree of originality and analytical and conceptual skills in the resolution of particularly complex clinical or policy issues. The work requires content adaption of existing principles to new and unusual problems. Persons at this level often have a national reputation.

Grade 7

As chief of a very large department the work involves executive management of several major work areas involving a very wide variety of activities associated with the development, coordination and implementation of statewide policies. Only broad corporate objectives govern the portion within which total flexibility exists for developing policies, strategies and tactics to achieve objectives. Direction would be an exception and limited only to issues which have impact upon other external operational policy areas. Work at this level has higher corporate impact.

C Progression and Advancement

- a. Progression between levels will be subject to the acquisition and demonstration of skills and knowledge as defined in the relevant classification criteria.
- b. An employee's progression may be deferred or refused by the employer, provided that any deferral or refusal is referable only to the relevant classification criteria and is not unreasonably nor arbitrarily imposed by the employer.

Schedule Five – Specific Provisions for Administrative Employees

A Rates of Pay (annual and hourly)

| Classification | | First full pay period on or after | | | | | | | |
|----------------|--------|-----------------------------------|----------|-----------|----------|-----------|----------|-----------|----------|
| | | Current (1-Jul-18) | | 1-Jul-19 | | 1-Jul-20 | | 1-Jul-21 | |
| Increment | | Annual | \$/Hr | Annual | \$/Hr | Annual | \$/Hr | Annual | \$/Hr |
| | | | | 2% | | 2% | | 2% | |
| Level 1 | Year 1 | \$ 49,192 | \$ 24.82 | \$ 50,175 | \$ 25.31 | \$ 51,179 | \$ 25.82 | \$ 52,203 | \$ 26.33 |
| | Year 2 | \$ 50,246 | \$ 25.35 | \$ 51,251 | \$ 25.85 | \$ 52,276 | \$ 26.37 | \$ 53,322 | \$ 26.90 |
| | Year 3 | \$ 51,909 | \$ 26.19 | \$ 52,947 | \$ 26.71 | \$ 54,006 | \$ 27.24 | \$ 55,086 | \$ 27.79 |
| | Year 4 | \$ 53,725 | \$ 27.10 | \$ 54,799 | \$ 27.64 | \$ 55,895 | \$ 28.20 | \$ 57,013 | \$ 28.76 |
| | Year 5 | \$ 55,527 | \$ 28.01 | \$ 56,637 | \$ 28.57 | \$ 57,770 | \$ 29.14 | \$ 58,926 | \$ 29.73 |
| | Year 6 | \$ 57,320 | \$ 28.92 | \$ 58,467 | \$ 29.49 | \$ 59,636 | \$ 30.08 | \$ 60,829 | \$ 30.69 |
| Level 2 | Year 1 | \$ 59,146 | \$ 29.84 | \$ 60,329 | \$ 30.43 | \$ 61,535 | \$ 31.04 | \$ 62,766 | \$ 31.66 |
| | Year 2 | \$ 60,941 | \$ 30.74 | \$ 62,159 | \$ 31.36 | \$ 63,403 | \$ 31.98 | \$ 64,671 | \$ 32.62 |
| | Year 3 | \$ 62,743 | \$ 31.65 | \$ 63,998 | \$ 32.28 | \$ 65,278 | \$ 32.93 | \$ 66,584 | \$ 33.59 |
| | Year 4 | \$ 64,544 | \$ 32.56 | \$ 65,835 | \$ 33.21 | \$ 67,151 | \$ 33.87 | \$ 68,494 | \$ 34.55 |
| Level 3 | Year 1 | \$ 66,344 | \$ 33.47 | \$ 67,671 | \$ 34.14 | \$ 69,025 | \$ 34.82 | \$ 70,405 | \$ 35.52 |
| | Year 2 | \$ 68,139 | \$ 34.37 | \$ 69,502 | \$ 35.06 | \$ 70,892 | \$ 35.76 | \$ 72,310 | \$ 36.48 |
| | Year 3 | \$ 69,943 | \$ 35.28 | \$ 71,342 | \$ 35.99 | \$ 72,769 | \$ 36.71 | \$ 74,224 | \$ 37.44 |
| | Year 4 | \$ 71,740 | \$ 36.19 | \$ 73,175 | \$ 36.91 | \$ 74,639 | \$ 37.65 | \$ 76,131 | \$ 38.40 |
| Level 4 | Year 1 | \$ 73,540 | \$ 37.10 | \$ 75,011 | \$ 37.84 | \$ 76,511 | \$ 38.60 | \$ 78,041 | \$ 39.37 |
| | Year 2 | \$ 75,340 | \$ 38.01 | \$ 76,847 | \$ 38.77 | \$ 78,384 | \$ 39.54 | \$ 79,952 | \$ 40.33 |
| | Year 3 | \$ 77,136 | \$ 38.91 | \$ 78,679 | \$ 39.69 | \$ 80,253 | \$ 40.48 | \$ 81,858 | \$ 41.29 |
| | Year 4 | \$ 78,938 | \$ 39.82 | \$ 80,517 | \$ 40.62 | \$ 82,127 | \$ 41.43 | \$ 83,770 | \$ 42.26 |
| Level 5 | Year 1 | \$ 80,736 | \$ 40.73 | \$ 82,350 | \$ 41.54 | \$ 83,997 | \$ 42.37 | \$ 85,677 | \$ 43.22 |
| | Year 2 | \$ 82,535 | \$ 41.64 | \$ 84,185 | \$ 42.47 | \$ 85,869 | \$ 43.32 | \$ 87,587 | \$ 44.18 |
| | Year 3 | \$ 84,334 | \$ 42.54 | \$ 86,021 | \$ 43.39 | \$ 87,741 | \$ 44.26 | \$ 89,496 | \$ 45.15 |
| Level 6 | Year 1 | \$ 87,334 | \$ 44.06 | \$ 89,081 | \$ 44.94 | \$ 90,863 | \$ 45.84 | \$ 92,680 | \$ 46.75 |
| | Year 2 | \$ 90,325 | \$ 45.56 | \$ 92,132 | \$ 46.47 | \$ 93,974 | \$ 47.40 | \$ 95,854 | \$ 48.34 |
| | Year 3 | \$ 93,329 | \$ 47.08 | \$ 95,196 | \$ 48.02 | \$ 97,100 | \$ 48.98 | \$ 99,042 | \$ 49.96 |
| Level 7 | Year 1 | \$ 96,325 | \$ 48.59 | \$ 98,251 | \$ 49.56 | \$100,216 | \$ 50.55 | \$102,220 | \$ 51.57 |
| | Year 2 | \$ 99,327 | \$ 50.11 | \$101,314 | \$ 51.11 | \$103,340 | \$ 52.13 | \$105,407 | \$ 53.17 |
| | Year 3 | \$102,324 | \$ 51.62 | \$104,370 | \$ 52.65 | \$106,458 | \$ 53.70 | \$108,587 | \$ 54.78 |
| Level 8 | Year 1 | \$105,922 | \$ 53.43 | \$108,040 | \$ 54.50 | \$110,201 | \$ 55.59 | \$112,405 | \$ 56.70 |
| | Year 2 | \$109,521 | \$ 55.25 | \$111,711 | \$ 56.35 | \$113,945 | \$ 57.48 | \$116,224 | \$ 58.63 |
| | Year 3 | \$113,120 | \$ 57.06 | \$115,383 | \$ 58.21 | \$117,691 | \$ 59.37 | \$120,044 | \$ 60.56 |

Casual employees are entitled to be paid a casual loading of 25% for all ordinary hours worked in accordance with *Clause B.4 - Employment Categories*.

B Classification

The classification criteria following are used to determine the appropriate level for administrative positions. Arranged by 8 distinctive levels, the criteria consist of general features, general responsibilities, specific responsibilities and skills knowledge, experience and qualifications and/or training. When classifying a position all aspects of the job are considered against all the criteria within the classification level.

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|--------------------------|---|--|---|--|
| <p>Activities</p> | <p>Perform a range of clearly defined routine activities of a support nature.</p> | <p>Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined.</p> | <p>Perform a range of activities/functions of a less clearly defined and routine nature, and could include:</p> <ul style="list-style-type: none"> • operating within a specialised area • operating as a member of a professional team. | <p>Perform a wide range of activities, associated with program activities, or service delivery and may perform activities of a complex nature which could include:</p> <ul style="list-style-type: none"> • responsibility for a range of functions within a work area • a substantial component of supervision |
| | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
| | <p>Responsible for a range of functions within the section and/or department.</p> | <p>Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include:</p> <ul style="list-style-type: none"> • Working independently as specialists or • A senior member of a single discipline project team. | <p>Exercise managerial responsibility for various functions within the department and/or council and could include:</p> <ul style="list-style-type: none"> • Specialised functions • Operation as a specialist • Operation as a member of a specialised professional team • Working independently | <p>Exercise managerial responsibility for a department/ council’s relevant activity and could include:</p> <ul style="list-style-type: none"> • Functions across a range of administrative, specialist or operational areas. • Operation as a senior specialist providing multi-functional advice to various departments or council. |

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|--|---|---|--|---|
| <p>Complexity of Task level of autonomy</p> | <p>Practical application of basic skills and techniques.</p> <p>Work outcomes are closely monitored, clearly defined and readily attainable.</p> <p>Works under close direction with instruction and assistance being readily available.</p> <p>Works under direct supervision.</p> | <p>Application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project.</p> <p>Work outcomes are monitored, clearly defined.</p> <p>Works under regular direction with assistance being readily available.</p> <p>Works under regular supervision. Graduates receive instruction.</p> | <p>Application of procedures, methods and guidelines which are well established.</p> <p>May set outcome/ objectives for specific projects.</p> <p>Works under general direction with assistance available from senior officer.</p> <p>Works under general supervision. Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.</p> | <p>Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.</p> <p>Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.</p> <p>Work under general direction within assistance usually available.</p> |

| CHARACTERISTICS | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
|--|--|--|--|---|
| <p>Complexity of Task level of autonomy</p> | <p>Application of a high level of knowledge and skills and adheres to established work practices, however, officers may be required to exercise initiative and judgement where practices are not clearly defined.</p> <p>Required to set specific performance outcomes and further develop work methods.</p> <p>Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.</p> | <p>Application of high levels of knowledge and skills and establishes procedures and work practices, etc.</p> <p>Sets outcomes for the work area of responsibility to achieve objectives of the department/ Council.</p> <p>Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.</p> | <p>Application of high levels of knowledge and skills and establishes procedures which impact on activities undertaken/ outcomes achieved by Council and/or activities undertaken by sections of the community.</p> <p>Set outcomes for the work area/ section/function.</p> <p>Work under limited direction with guidance not always readily available within the organisation.</p> | <p>Major portion of the work involves initiative in the development and implementation of techniques, work practices and procedures in all facets of the work area to achieve corporate goals.</p> <p>Identification of current/future options and the development of strategies to achieve outcomes.</p> <p>Work under broad direction and formulate, implement, monitor and evaluate projects/ programs or control organisational elements.</p> <p>Undertake duties of an innovative, novel or critical nature.</p> |

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|--|--|--|---|---|
| <p>Initiative and judgement</p> | <p>Freedom to act is limited by standards and procedures, however experienced officers may have sufficient freedom to exercise judgement and initiative, in the performance of work.</p> | <p>Limited scope to exercise initiative and judgement within clearly established procedures and practices.</p> | <p>Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.</p> | <p>Exercise initiative and judgement in applying established procedures governed by clear objectives and/or defined budget constraints, including critical knowledge/skills where procedures are not clearly defined.</p> |
| | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
| | <p>Exercise initiative and judgement where procedures are not clearly defined.</p> | <p>Responsibility for decision making in the particular work area, section/department/Council , including the scope to influence operational activities and negotiate matters of significance including negotiating contracts.</p> | <p>Responsibility for decision making and the provision of expert advice to other areas of council, including significant delegated authority and negotiating matters on behalf of the work area.</p> | <p>Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.</p> |

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|------------------------|---|---|---|--|
| Problem Solving | Solutions to problems found in established procedures. | Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and/or guidelines. | Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions. | Solution to moderately complex problems generally found in precedents, guidelines or instructions. |
| | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
| | Solution to problems generally found in documented techniques, precedents and guidelines. | Solution to complex problems required complex professional problem solving and a high level of interpersonal skills to resolve organisational issues. | Solution to complex problems involves the selection of methods and techniques based on sound judgement. | Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches which may be outside of the original field of specialisation. |

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|--|--|--|---|--|
| <p>Provision of advice/support/assistance</p> | | <p>May assist lower classified officers concerning established practices and procedures.</p> | <p>Contribute to interpretation of matters for which there are no clearly established practices and procedures (although such activity would not be the sole responsibility of the officer) and provide assistance to senior officers.</p> | <p>Provide specialist expertise/advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work-related field.</p> |
| | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
| | <p>Provide expert advice to lower classified officers. Specialists may be required to provide multi-disciplinary advice.</p> | <p>Provide expert/specialist advice, support and assistance relevant to the work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development.</p> | <p>Provide expert/specialist advice, support and assistance relevant to a significant work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.</p> | <p>Provide multi-functional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including:</p> <ul style="list-style-type: none"> • A consultancy service • Specialist financial, technical, professional and/or administrative advice on policy including operational • Manage/administer complex policy. |

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|--|---|--|--|--|
| Time management & organizational skills | Responsible for the timeliness of own work. | Managing time, planning and organising own work. | Managing and planning own work and that of subordinate employees and could include: <ul style="list-style-type: none"> • Plan and co-ordinate activities in the work area • Responsibility for various activities in a specialised area of the works program • A function within the work area. | Require skills in managing time, setting priorities, planning and organising own work and that of subordinate employees, where supervision is a component of the position. |
| | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
| | Plan and organise their own work and that of subordinate employees. | Managing time is essential to achieve outcomes. | <ul style="list-style-type: none"> • Wide range of conditions to achieve results in line with divisional/corporate goals which will include planning, direction, control and evaluation of operations. | Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control. |

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|--|---|--|---|---|
| <p>General responsibilities</p> | <p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Supervision of other employees is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity. | <p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Performing tasks of a sensitive nature including the provision of more than routine information • Understanding of clear but complex rules • Oversight and/or guidance of the work of a limited number of lower classified officers • Provision of assistance to lower classified officers concerning established procedures. | <p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Establishing goals, objectives and outcomes for their own particular work program • Undertaking some complex operational work • Supervision • Dealing with formal disciplinary issues within the work area • Utilising a basic knowledge of the principles of human resource management • Assisting subordinate employees with on-the-job training | <p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Duties of a specialised nature requiring the development of expertise over time or previous knowledge • Providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems • A substantial component of supervision or provide specialist expertise • Supervision of various functions within a work area or projects • Supervision of contractors |

| CHARACTERISTICS | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
|--|--|---|--|---|
| <p>General responsibilities</p> | <p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Involvement in establishing section/ department programs and procedures • Responsibility for a moderately complex project • A minor phase of a broader or more complex professional assignment • Specialist officer in discipline where decision made rest with the officer with no reference to a senior officer • Control of projects and/or programs • Assisting in the preparation of department or section budgets | <p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Significant projects and/or functions • A range of duties within the work area, including problems definition, planning and the exercise of judgement • Management of significant projects and/or works programs and/or functions • Assisting with/prepare budgets • Control and co-ordination of a work area within budgetary constraints • Supervision/ Management responsibilities exercised within a | <p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Responsibility for a significant work area • Development of work practices and procedures for various projects • Development and implementation of significant operational procedures • Reviewing operations to determine effectiveness • Develop appropriate methodology and apply proven techniques in providing specialised services • Prepare budget submissions for senior officers and/or council • Management/ supervision of employees is normally a feature at this level and establishing and monitoring work outcomes | <p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> • Involvement in the initiation and formulation of extensive projects/programs which impact on council's goals and objectives • Undertaking work of significant scope and/or complexity • Extensive projects/programs in accordance with department/corporate goals • Development, implementation and evaluation of goals • Management of a work area of council at a higher level of ability • Management of service delivery • Management of a department/section or operate as a senior specialist • Application of a high level of analytical skills to attain and satisfy council objectives • Little or no professional direction • Authority to implement and initiative change in area of responsibility <p>Positions at this level will demand responsibility for decision making within the constraints of corporate policy.</p> |

| CHARACTERISTICS | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
|--|--|---|---|---------|
| <p>General responsibilities</p> | <ul style="list-style-type: none"> • Supervision of section or in the case of small council, a department • Supervision of contractors • Setting priorities and monitor workflows in areas of responsibility • Establish the most appropriate operational methods for section/ department • Setting outcomes for subordinate officers • Work may span more than one discipline | <ul style="list-style-type: none"> • multi-disciplinary, or major single function/operation or work area • Implementation of effective human resource management • Supervision of contractors • Managerial control, including providing analysis/interpretation for either a major single discipline or multi-discipline operation • Appreciation of the long-term goals of council. <p>Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.</p> | <ul style="list-style-type: none"> • Decisions and actions taken at this level may have a significant effect on programs/projects/ work areas being managed • Good understanding of the long-term goals of council • Manage a works program or work area of council • Undertake the control and coordination of a section, department and/or significant work area. <p>Positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice</p> | |

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|---|---------|---------|--|---|
| <p>Where prime responsibility is in a 'professional field'</p> | | | <p>Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.</p> | <p>Responsibilities could include:</p> <ul style="list-style-type: none"> • Lead a team within a discipline related project • Liaison with other professionals at a technical level • Discussing techniques, procedures and/or results with clients on straightforward matters |

| CHARACTERISTICS | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
|---|--|---|---|--|
| <p>Where prime responsibility is in a 'professional field'</p> | <p>Exercise professional responsibilities which could include:</p> <ul style="list-style-type: none"> • Supervision of the function • Tasks of a specialised detailed nature • Provide reports on progress or activities and provide recommendations • Carry out planning studies for projects including aspects of design • Utilise a high level of interpersonal skills in dealing with the public/ other organisations • Exercise professional judgement within prescribed areas. | <p>Supervise/manage operation of a discrete element which is part of a larger office and could include:</p> <ul style="list-style-type: none"> • Supervision of the function • Tasks of a specialised detailed nature • Provide reports on progress of activities and provide recommendations • Carry out planning studies for projects including aspects of design • Utilise a high level of interpersonal skills in dealing with the public/other organisations • Exercise professional judgement within prescribed area. | <p><i>Refer to general responsibilities</i></p> | <p>Ensure the outcome of work of significant scope and/or complexity and could include:</p> <ul style="list-style-type: none"> • Assessment and review of standards and work of other professionals/external consultants • Initiate and formulate departmental/council objectives within corporate goals • Develop and recommend ongoing plans and programs for department/council. |

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|--|--|--|---|--|
| <p>Where prime responsibility is in clerical/secretarial/administrative field</p> | <p>Provide secretarial and administrative support and could include:</p> <ul style="list-style-type: none"> • Straight forward operation of keyboard equipment • Basic word processing data input • Basic numeracy, written and verbal communication skills, relevant to the work area • Provision of routine information • General reception and telephonist duties • General stenographic duties | <p>Provide secretarial and/or administrative support and could include:</p> <ul style="list-style-type: none"> • Operating a computer, word processor and/or other business software and peripheral equipment • Utilising basic computing concepts and initiating corrective action at an elementary level • Utilising the functions of systems and be proficient in their use • Performing tasks of a sensitive nature • Provision of more than routine information • Operate a desktop publisher at a routine/basic level • Utilise basic skills in oral and written communication with clients and other members of the public • Receive and account for monies and assist clients/ratepayers | <p>Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work and could include:</p> <ul style="list-style-type: none"> • System administrator in small/medium sized council whose responsibility includes the security/integrity of the system • Operation of the computer to enable modification and/or correction of computer software systems/packages and/or identification of operational problems • Application of computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer • Provide a service utilising the full functions of a desktop publisher | <p>Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include:</p> <ul style="list-style-type: none"> • Identification or specific or desired performance outcomes • Application of computer programming knowledge and skills in systems development, maintenance and implementation • Undertake computer operations requiring technical expertise and experience |

| CHARACTERISTICS | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
|--|---|---|---|--|
| <p>Where prime responsibility is in clerical/secretarial/administrative field</p> | <p>Responsibilities could include:</p> <ul style="list-style-type: none"> • Exercise responsibility for a specialised area of council • Provision of advice and assistance when no-standard procedures and processes are required • Understanding of all areas of computer operation • Undertake programming in specialist areas • Exercise responsibility for a specialised area of councils computing operation • Undertake publicity assignments of limited scope and complexity within the framework of council’s publicity and promotions program involving the co-ordination of facets of the total program, media liaison design and editing, layout of publications/displays. | <p><i>Refer to general responsibilities</i></p> | <p><i>Refer to general responsibilities</i></p> | <p>Undertake functions across a range of administrative, specialist or operational areas/specific programs/activities and/or management of service delivery.</p> |

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|---------------------------------------|---|--|---|--|
| <p>Requirements of the job</p> | <ul style="list-style-type: none"> • A developing knowledge of the section/department function and operation • Basic knowledge of clerical/administrative practices and procedures relevant to the work area • A developing knowledge of work practices and policies of the relevant work area • Basic numeracy, keyboard, written and verbal communication skills relevant to the work area • No formal qualifications required at this level • At this level, employers are expected to offer substantial on-the-job training | <ul style="list-style-type: none"> • Basic skills in oral and written communication with clients and other members of the public • Knowledge of established work practices and procedures relevant to the work area • Knowledge of policies and regulations relating to the work area • Understanding of clear but complex rules • Understanding of basic computer concepts • Application of techniques relevant to the work area • Developing knowledge of statutory requirements relevant to the work area • No formal qualifications required | <ul style="list-style-type: none"> • Thorough knowledge of work activities performed within the work area • Sound knowledge of procedural/operational methods of the work area • May utilise professional or specialised knowledge • Ability to apply computing concepts • Working knowledge of statutory requirements relevant to the work area • Entry level for four-year degree in the relevant discipline <p>OR</p> <ul style="list-style-type: none"> • Entry level for three-year degree plus graduate diploma in the relevant discipline <p>OR</p> <ul style="list-style-type: none"> • Associate diploma with experience <p>OR</p> | <ul style="list-style-type: none"> • Knowledge of statutory requirements relevant to work area • Knowledge of section procedures, policies and activities • Sound discipline knowledge gained through previous experience, training or education • Knowledge of the role of departments within council and/or service functions • Specialists require an understanding of the underlying principles in the relevant disciplines • Relevant four-year degree with two years relevant experience or three-year degree with three years of relevant experience <p>OR</p> <ul style="list-style-type: none"> • Associate diploma with relevant experience <p>OR</p> <ul style="list-style-type: none"> • Lesser formal qualifications with substantial years of relevant experience. <p>OR</p> |

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|---------------------------------------|--|--|---|---|
| <p>Requirements of the job</p> | <ul style="list-style-type: none"> • It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training <p>OR</p> <ul style="list-style-type: none"> • Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section • Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills. | <p>OR</p> <ul style="list-style-type: none"> • Entry point for three-year degree/associate diploma/appropriate certificate without experience <p>OR</p> <ul style="list-style-type: none"> • Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required <p>OR</p> <ul style="list-style-type: none"> • Appropriate on-the-job training and relevant experience | <ul style="list-style-type: none"> • Three-year degree plus 1-year professional experience in the relevant discipline <p>OR</p> <ul style="list-style-type: none"> • Appropriate certificate with relevant experience <p>OR</p> <p>Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required</p> | <ul style="list-style-type: none"> • Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required. |

| CHARACTERISTICS | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
|---------------------------------------|--|--|---|---|
| <p>Requirements of the job</p> | <ul style="list-style-type: none"> • Knowledge of departmental programs, policies and activities • Sound discipline knowledge gained through experience • Knowledge of the role of council's structure and service • Relevant degree with relevant experience OR • Associate diploma with substantial experience OR • Qualifications in more than one discipline OR • Less formal qualifications with specialised skills sufficient to perform at this level OR | <ul style="list-style-type: none"> • Discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary, or in a major single function, operation • Discipline knowledge gained through experience, training or education • Appreciation of the long-term goals of the organisation • Detailed knowledge of program activities and work practices relevant to the work area • Knowledge of organisation structures or functions and comprehensive knowledge of policies relevant to the department. | <ul style="list-style-type: none"> • Comprehensive knowledge of council policies and procedures • Application of a high level of discipline knowledge • Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience OR • Lesser formal qualifications with acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard OR | <ul style="list-style-type: none"> • Detailed knowledge of council policy, programs and the procedures and practices • High level of discipline knowledge • Detailed knowledge of statutory requirements • Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise (could be acquired through further qualifications in the field or expertise or in management) OR • Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard OR • A combination of experience, expertise and competence sufficient to perform the duties of the position |

| CHARACTERISTICS | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
|---------------------------------------|---|---|---|---------|
| <p>Requirements of the job</p> | <ul style="list-style-type: none"> • Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required. | <ul style="list-style-type: none"> • Comprehensive knowledge of statutory requirements relevant to the discipline • Degree with substantial experience OR • Associate diploma with substantial experience OR • Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level. | <ul style="list-style-type: none"> • A combination of experience, expertise and competence sufficient to perform the duties of the position. | |

| CHARACTERISTICS | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|---------------------------|---|---|--|---|
| <p>Progression</p> | <ul style="list-style-type: none"> • Completion of certificate in community services (introductory) course conducted by TAFE or an equivalent qualification which is recognised • Completion of introduction to relevant skills and accepted for the advanced certificate if in agreement with the employer | <ul style="list-style-type: none"> • Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate • The 4th increment of this level is the appointment level for any graduate with a relevant three-year degree who utilises that qualification to undertake associated professional work • Graduates will advance to the 1st increment of level 3 after 12 months satisfactory service if in agreement with the employer | <ul style="list-style-type: none"> • Three-year degree holders shall progress to this level after completion of twelve months service at the top of level 2 • Appointment level for any graduate with a relevant four-year degree who is required to undertake associated professional work • Graduates shall advance to the 3rd increment after 12 months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further 12 months service. • Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake responsibilities under this level if in agreement with the employer | <ul style="list-style-type: none"> • Graduates will progress to the 1st increment of this level once 2 years' service at level 3 are completed and will progress to the 3rd increment following an additional year of service if in agreement with the employer. |

| CHARACTERISTICS | LEVEL 5 | LEVEL 6 | LEVEL 7 | LEVEL 8 |
|---------------------------|---|---------|--|---------|
| <p>Progression</p> | <ul style="list-style-type: none"> Graduates will progress to the 1st increment of this level on the completion of 2 years' service at level 4 and will progress to the 3rd increment after a further year of service if in agreement with the employer. | | <ul style="list-style-type: none"> Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed 3 years satisfactory service at level 6 and undertaken work related to the responsibilities under this level in agreement with the employer. | |

E Hours of Work

- a. Normal working hours are outlined in the contract of employment provided to the employee upon commencement.
- b. The ordinary span of hours will be 6.00am to 6.00pm, Monday to Friday. Subject to operational requirements, Alwyndor and an employee may agree to vary the prescribed hours.
- c. Where a change in an employee's normal working schedule requires a full-time or part-time employee to work on a day which would have been the employee's day off, the employee will be paid at ordinary rates for that day or be granted equivalent time off in lieu. Where practicable, reasonable notice of changes will be provided to the employee and if the change becomes more routine, Alwyndor and the employee will review the employee's roster.

F Time Off in Lieu (TOIL)

- a. By agreement with the employer and subject to operational needs, an employee may 'make-up' ordinary time within the ordinary span of hours and take as TOIL.
- b. By agreement between employer and employee, additional hours not exceeding 5 per week may be worked.
- c. Additional hours are accrued at ordinary time and taken as TOIL.
- d. Accumulated TOIL must not exceed 20 hours and may be taken in a maximum of two-day blocks within 3 months of accrual as mutually agreed.

G Shift, Weekend and Public Holiday Allowances

- a. Employees who regularly perform work outside the ordinary span of hours (being prior to 6:00am or after 6:00pm, Monday to Friday, inclusive), shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- b. Employees working on Saturdays and Sundays as part of their ordinary hours will receive

a loading of 50% in addition to their normal wage. The parties agree that Saturday commences at 12.00am Saturday and Sunday finishes at 12.00am on Monday.

- c. Employees working on public holidays as part of their ordinary hours may elect to receive either:
- 150% in addition to their ordinary time rate of pay OR
 - 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.
- d. If an employee works Saturday and Sunday as part of his/her ordinary week, then he/she should be entitled to two (2) consecutive days off during the period Monday to Friday, which shall be mutually agreed between the parties.

H Overtime

- a. The overtime rates set out in *Clause D.8. – Overtime* will apply except for the following:
- a. All time worked after 12.00pm on Saturday shall be paid at double time
- b. The employer and an employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.